

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

THIS AMENDMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on September 23, 2003, the parties hereto entered into agreement 066275 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 3, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

"3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$882,555)."

2. Exhibit A, Services, of the Original Agreement is hereby amended as follows:

"1. SERVICES

A. Contractor shall provide the following:

1. HIV Housing Assistance Program

- a. HIV Housing Assistance Program staff shall be provided with training that increases their sensitivity and awareness of cultural issues.
- b. Housing assistance shall be provided to at least two hundred (200) unduplicated clients.
- c. Housing assistance shall include the following:
 - 1) rental assistance;
 - 2) emergency housing;
 - 3) mortgage payments (only with Housing Opportunities for People with AIDS (HOPWA) funds);
 - 4) utility payments;
 - 5) minor home repair;
 - 6) assistance in purchasing furniture and equipment;
 - 7) assistance in paying for services related to obtaining/maintaining housing; and
 - 8) assistance with various housing related items such as: motel, transportation and food vouchers."

3. Exhibit B, Payments, Letters A and E of the Original Agreement are hereby amended as follows:

"I. PAYMENTS

A. Housing Assistance Program

Contractor shall submit an invoice for an advance payment of FIFTY-ONE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$51,796.25) on the first (1st) day of each month of this Agreement for the HIV Housing Assistance Program. The actual expenditures must be in line with the approved budget. See Attachments II and III. The maximum amount for housing assistance services, letter c, numbers one (1) to seven (7) of this section of the Agreement shall not exceed SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$621,555).

For housing assistance services, letter c, number eight (8), Contractor shall be reimbursed upon submission of invoices based on the number of vouchers purchased, plus nine (9%) of indirect costs. The maximum amount for this section of the Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).

The maximum amount for all services provided under this section of the agreement shall not exceed EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$821,555)."

- E. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

The total amount of this Agreement including all sections shall not exceed EIGHT HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$882,555)."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of September 23, 2003, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

MENTAL HEALTH ASSOCIATION OF
SAN MATEO COUNTY

By: _____
Mark Church, President, Board of Supervisors

By: Melissa Platter

Date: _____

Date: 1/29/2004

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO
AIDS PROGRAM
MEMORANDUM

Number of pages faxed 4

DATE: August 7, 2003
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Maria Gonzalez - 573-2031, FAX 573-2875 PONY - PBH 328
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mental Health Association of San Mateo

DO THEY TRAVEL?:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: 17

DUTIES (SPECIFIC): Contractor provides an HIV Housing Assistance Program.

| COVERAGE: | Amount | approve | waive | modify |
|---------------------------------|--------------|----------|-------|--------|
| Comprehensive General Liability | <u>1 mil</u> | <u>X</u> | ___ | ___ |
| Motor Vehicle Liability | <u>1 mil</u> | <u>X</u> | ___ | ___ |
| Professional Liability | <u>1 mil</u> | <u>X</u> | ___ | ___ |
| Worker's Compensation | <u>1 mil</u> | <u>X</u> | ___ | ___ |

REMARKS/COMMENTS

SIGNATURE

DATE

Richard R. Zyano 8-7-03

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2003

PRODUCER (650)369-2921 FAX (650)369-2929
Boring-Johndrow-Leveroni-Vreeburg, Inc.
Insurance Services
845 Marshall St
Redwood City, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Mental Health Association of San Mateo County
2686 Spring Street
Redwood City, CA 94063

| INSURERS AFFORDING COVERAGE | NAIC # |
|--------------------------------|--------|
| INSURER A: Great American Ins. | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L TR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------|-------|--|---------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Institutional Pro. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PAC2254572-05 | 07/01/2003 | 07/01/2004 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CAP-653-62-23 | 07/01/2003 | 07/01/2004 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | EXC653-62-62 | 07/01/2003 | 07/01/2004 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 San Mateo County Aids Program is named Additional Insureds per the attached endorsement.
 "Revised 08/01/03"

*Workers Compensation certificate will be issued directly by the carrier.

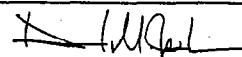
CERTIFICATE HOLDER

San Mateo County Aids Program
 Attention: Maria Gonzalez
 225 37th Avenue
 San Mateo, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Daniel Johndrow/JMB



POLICY NUMBER PAC2254572-05
Mental Health Association of San Mateo County
7/1/03 to 7/1/04

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provide under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Schedule:

Name of Person or Organization:

San Mateo County Aids Program

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect arising out of your ongoing operations performed for that insured..

Such insurance as in afforded by the General Liability policy is primary insurance and no other insurance of the additional insured shall be called upon to contribute to a loss.