

**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF  
SAN MATEO AND EL CENTRO DE LIBERTAD**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro de Libertad, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on November 9, 2021, for substance use disorder outpatient treatment services and Coastside co-occurring substance use services, for the term of July 1, 2021 through June 30, 2022, for a maximum obligation of \$822,147; and

WHEREAS, on June 14, 2022, the Board delegated to the Chief of San Mateo County Health or designee authority to approve a Cost-of-Living Adjustment amendment, increasing the maximum amount by \$896,880 for a total amount not to exceed \$1,719,027 and extend the term through June 30, 2023; and

WHEREAS, on November 15, 2022, the Board approved a second amendment to add staff at the Maple Street Shelter to facilitate increased capacity with the homeless population by providing intake and case management services, increasing the maximum amount by \$685,287 for a total amount not to exceed \$2,404,314; and

WHEREAS, on March 6, 2023, the Director of Behavioral Health and Recovery Services approved a third amendment through an Executive Letter, to add in specific language for Coastside co-occurring substance use services that was inadvertently removed in Exhibit A2.I, with no change to the agreement term; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$901,618 for a total amount not to exceed \$3,305,932 and extend the term of the Agreement by nine months through March 31, 2024.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES  
HERETO AS FOLLOWS:**

1. Section 4. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A4, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B4. County reserves the right to withhold payment if 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 THREE MILLION THREE HUNDRED FIVE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$3,305,932).

2. Section 5. Term and Termination of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through March 31, 2024.

3. Sections A – F remain the same.
4. All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EL CENTRO DE LIBERTAD

  
Contractor Signature

5/8/23  
Date

JEFFREY ESSEX  
Contractor Name (please print)



COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board