

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
MENTAL HEALTH ASSOCIATION**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 15<sup>th</sup> day of September 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mental Health Association, hereinafter called "Contractor";

W I T N E S S E T H:

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, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on August 15, 2020 in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for the case management services and assistance in eliminating barriers for individuals who are required to self-isolate and quarantine due to COVID-19 for an amount not to exceed \$489,183.00 (Agreement No. 80511-FY21-D090, also referenced herein as the "Agreement"); and

WHEREAS, the parties wish to further amend the Agreement to increase the not to exceed amount and extend the term, the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit B1 – Payments and Rates

2. Section 3 - Payments is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND ZERO CENTS [\$872,322]. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 – Term is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 15, 2020, through December 31, 2020.

4. Original Exhibit B is replaced with Exhibit B1 (rev. September 15, 2020), attached.
5. All other terms and conditions of Agreement No. 80511-F21-D090 dated August 15, 2020 between the County and Contractor shall remain in full force and effect.
6. This Amendment, including the revised Exhibit B1 hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: Mental Health Association

Melissa Platte  
Contractor Signature

8/13/2020  
Date

Melissa Platte  
Contractor Name (please print)

\_\_\_\_\_  
COUNTY OF SAN MATEO

\_\_\_\_\_  
County Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Name, Title (please print)

**Exhibit B1 (rev. September 15, 2020)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will submit detailed invoices to the County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs. Contractor will provide back-up documentation for equipment purchased such as laptops and cell phones that associates each purchase to individual staff members. Contractor will invoice for actual costs, up to the maximum amount of this contract. Contractor will submit monthly invoices within 5 days of the close of the month.

Line Item	Budget for 1 Month of Service	Total for 4.5 Months of Service 8/15/2020-12/31/2020
Case Manager staff costs (wages & benefits)	\$33,279	\$149,756
Cell Phones and Service for Staff	\$360	\$1,620
Laptop computers for Staff (5)	\$5,000	\$ 5,000
IT set up and assistance	\$1,500	\$6,750
Phone Hot Spot Service	\$450	\$2,025
Staff essential supplies	\$200	\$900
Staff Travel Reimbursement	\$500	\$2,250
Staff Office Supplies	\$100	\$450
Program coordination/management oversight (management staff costs)	\$8,656	\$38,952
Economic support, assistance to individuals/families to prevent eviction and other hardship during period of isolation/quarantine	\$16,667	\$75,002
Purchase of other items for COVID+ individuals and families to assist their successful isolation/quarantine for example food, supplies, childcare, eldercare, and other necessities	\$116,667	\$525,002
Sub-Total	\$183,379	\$807,706
Administration	\$14,670	\$64,616
<b>Total</b>	<b>\$198,049</b>	<b>\$872,322</b>