

AMENDMENT TWO TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND V AND H HOSPITALITY, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and V and H Hospitality, Inc., 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 for providing hotel services on June 25, 2024; and

WHEREAS, the parties wish to amend the Agreement to Increase contract amount and update exhibits.

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

1. Section 2 of the agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 2/17/2026), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 2/17/2026).

2. Section 3 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 in this Agreement and in Exhibit A (rev. 2/17/2026), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 2/17/2026). 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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000). 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. Original Exhibit A is replaced with Revised Exhibit A (rev. 2/17/2026).

4. Original Exhibit B is replaced with Revised Exhibit B (rev. 2/17/2026).

5. All other terms and conditions of the agreement dated June 25, 2024 and amendment one dated June 30, 2025, between the County and Contractor shall remain in full force and effect.

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

For Contractor: V and H Hospitality, Inc.

 Signed by: <i>Sunil Bhas</i> FF60AC6B848E4D9...	2/21/2026	sunil Bhas
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A (Rev. 2/17/2026)

In consideration of the payments outlined in Exhibit B, Contractor shall provide the following services:

Goals

The goal of this agreement is to provide hotel rooms for Adult Protective Services (APS) and other Aging and Disability Services (ADS) clients on an as-needed basis. Home Safe and other programs may use this service. Clients may have various issues, including mental health conditions, behavioral issues, physical disabilities, financial instability, or repatriation. Most clients are elderly and have intact cognitive function. The overall goal is to allow ADS clients a place to stay during the transition period in their lives in the most respectful and supportive manner.

Deliverables

- A. Contractor will provide hotel rooms for Adult Protective Services (APS) and other Aging and Disability Services (ADS) clients on an “as needed” basis. This contract is for both Hotel Belmont and the Atrium Hotel. The hotel usage is expected to fluctuate. The average number of anticipated users is approximately one to three clients per month. Each client is expected to stay at the hotel for no more than sixty (60) days for each stay.
 1. ADS staff will contact the hotel via email or phone call to arrange check-in for new clients. If the hotel has an available room at the time of the referral, the hotel will directly assign a client to an available room at the time of referral to the hotel. Clients will check in directly with the hotel office. If the length of stay is expected to change for any reason, ADS will attempt to give one (1) day’s notice before the checkout date whenever possible.
 2. Hotel staff will stock each guest room with clean linens, toiletries, and coffee supplies before a guest’s check-in. Hotel staff will replenish the toiletries and coffee supplies upon guest request during the guest’s stay. Guests will request replacement toiletries and coffee supplies by calling the hotel office by phone. A minimum of the following toiletries will be provided to guests: toothbrush, toothpaste, body soap, shampoo, conditioner, body lotion, and deodorant. Coffee supplies for the in-room coffee maker

Exhibit A B and C

include coffee, creamer, sweetener, stirrers, and cups. Toiletries and coffee supplies are included in the price of the hotel room and will not be billed separately.

3. During a guest's stay, fresh linens will be provided upon guest request made directly to the hotel front desk using their hotel room phone. Hotel staff will provide plastic bags for collecting their soiled linens and trash, which guests will place in the designated containers outside their room door. Hotel staff will pick up soiled linens and trash from the bins outside the doors. Hotel staff will collect the soiled linens and trash from these containers and leave clean linens and replacement toiletries outside the guest room door. Daily cleaning services will be provided for occupied rooms, or upon the client's request. After each client's stay, the hotel will clean and disinfect the room in accordance with current Centers for Disease Control (CDC) cleaning and disinfection guidelines which may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.
4. If hotel staff have issues/concerns regarding ADS guest behavior that is non-emergent in nature, they shall report to the ADS staff via email or phone. If contact cannot be made with the referring staff, please contact ADS' Hotline at 1-800-675-8437 or 1-844-868-0938.
5. In the event of an emergency when immediate help is needed, hotel staff will call 911 and follow up with a call to ADS' Hotline at 1-800-675-8437 or 1-844-868-0938.
6. ADS is responsible for incidentals, damages to hotel rooms caused by ADS guests up to the amount listed in Exhibit B (rev. 2/17/2026). Contractor shall submit separate invoices at actual cost with supporting documentation as laid out in Exhibit B for all incidentals and damages to be paid by ADS.
7. Contractor acknowledges that all clients placed in temporary housing/hotel will be case managed by an ADS social worker throughout their stay unless informed otherwise by an authorized ADS representative.
9. Sleeping room or personnel requirements:

Exhibit A B and C

- Americans with Disabilities Act (ADA) compliant rooms
 - Accommodate clients with mental health issues (having staff available to help if needed)
 - Accommodate small families and individuals by offering single rooms with one and two-bed options
 - Provide refrigerator and microwave
 - Heat/AC
 - Television
 - Phone
10. Other hotel/motel accommodations:
ADS prefers, but does not require that the hotel/motel offer the following accommodations:
- First-floor sleeping rooms
 - Exterior Access
 - Acceptance of pets/emotional support animals
 - Adjoining rooms or side-by-side rooms for larger families
11. Reservation Requirements:
- Availability for clients to stay for the length requested.
 - Availability for clients to stay monthly (enter a lease agreement)
 - Accept last-minute reservations
 - Accept late check-in after mid-night
 - Accept online check-in
 - Accept phone and email reservations
 - Allow ADS staff to reserve and extend hotel stay for clients
12. ADS staff will inform clients staying at the Hotel not to use the hotel address for personal mail. During a client's stay, it is permissible to have packages sent to the hotel, but authorization must be obtained from the hotel first.

Exhibit B (Rev. 2/17/2026)

In consideration of the services provided by Contractor, as described in Exhibit A, and subject to the terms of the Agreement, Aging and Disability Services (ADS) will pay Contractor based on the following fee schedule and terms:

I. Payments

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph three (3) of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Furthermore, County shall not pay or be obliged to pay more than the amounts listed below for each component of service required under this agreement.

B. Rates and Method of Payment

For the term of the agreement, Contractor shall be paid at below rates:

Contract Term	Hotel Belmont Rate	Atrium Hotel Rate
July 1, 2025 – June 30, 2026	\$130	\$150
July 1, 2026 – June 30, 2027	\$135	\$150
July 1, 2027 – June 30, 2029	\$140	\$155

1. Contractor shall invoice ADS on a weekly basis.
2. Contractor shall be paid for only those hotel rooms utilized during the portion of the contract term in which services were provided under this Agreement and with prior approval from a representative of ADS.

In addition, County shall pay Contractor up to TEN THOUSAND DOLLARS (\$10,000) for incidentals and damages each contract year for all clients staying at the two hotels. Evidence of damage, such as photographs, must be submitted along with a description of the cause of damage as well as receipts for repair and other costs. Invoices shall be submitted separately, itemized, and reimbursed at actual cost. Incidental damage will not include the

cost of normal wear and tear. The Contractor shall not assert any claim against the County for damages to the premises resulting from conditions that preexisted the tenancy, from ordinary wear and tear or its effects, whether occurring before or during the tenancy, or from the cumulative effects of ordinary wear and tear over one or more tenancies.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

C. Invoice and Payment

Contractor will submit detailed invoices to the County every month. The County reserves the right to deny invoices for which completed invoices or electronic files are not received. Invoices may be emailed to ADS's [Accounting Department at hs_aas_ap@smcgov.org](mailto:hs_aas_ap@smcgov.org).

EXHIBIT C (Rev. 2/17/2026)
Performance Measure

Contractor shall meet the following performance measures:

1. The hotel will communicate directly with the ADS supervisor for 100% of all incidents when client behavior is inappropriate.
2. 100% of incidents involving clients refusing housekeeping services for two (2) days in a row will be reported to ADS.