

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND SITIKE**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sitike, hereinafter called "Agency";

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement on September 14, 2021, for substance use disorder treatment services for the term of July 1, 2021 through June 30, 2022, for a maximum obligation of \$570,744; and

WHEREAS, on June 21, 2022, the agreement was amended to increase the amount of the agreement by \$622,624 to an amount not to exceed \$1,193,368, and extend the term through June 30, 2023; and

WHEREAS, the parties wish to increase the agreement by \$472,291 for a total amount not to exceed \$1,665,659, and to extend term of the agreement for 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 A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 ONE MILLION SIX HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$1,665,659).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and

conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B1 for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June will be due by June 1st to facilitate timely payment.

2. Section 5. Term 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.

Sections A-F shall remain the same.

3. All other terms and conditions of the agreement, as previously amended, between the County and Agency 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 Agency: Sitike

<small>DocuSigned by:</small> <i>Keri Kirby, MS, Executive Director</i> <small>CC0E6696E9B54DC...</small>	<small>04/19/2023</small>	<small>Sitike Counseling Center</small>
<hr/> Contractor Signature	<hr/> Date	<hr/> Agency Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board