# FOURTH AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EXEMPLAR HUMAN SERVICES, LLC

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this date September 23, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Exemplar Human Services, LLC, 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, on July 20, 2021, the parties entered into an agreement ("Agreement") for the term of July 1, 2021 through June 30, 2023, and a total obligation amount of \$648,000 to provide state welfare program performance management and analytical data services to the Employment Services and Economic Self-Sufficiency branches of the Human Services Agency; and

WHEREAS, on May 23, 2023, the parties amended the Agreement ("First Amendment") to extend the term through June 30, 2024, and add \$222,000 in funding for a new total obligation amount of \$870,000 to continue providing services; and

WHEREAS, on June 11, 2024, the parties amended the Agreement ("Second Amendment") to increase the term through June 30, 2025, and add \$228,000 in funding for a new total obligation amount of \$1,098,000; and

WHEREAS, on June 13, 2025, the parties amended the Agreement ("Third Amendment") to extend the term by 12 months for a new term of July 1, 2021 to June 30, 2026 and increased funding by \$25,000 for a new total obligation amount of \$1,123,000 to continue to provide services until a Board-level amendment could be completed; and

WHEREAS, the parties wish to further amend the Agreement ("Fourth Amendment") to increase funding by \$149,000 for a new total obligation amount of \$1,272,000 and with no change to the term, to cover the cost to provide services for the additional term added under the Third Amendment.

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

1. Paragraph 3. **Payments** is hereby amended to read:

In consideration of the services provided by Contractor in accordance with all terms,

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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 and quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND DOLLARS** (\$1,272,000). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

- 2. Exhibit A is hereby amended to include a reporting deadline of no late than noon daily for the reports noted in paragraphs A through F. Reports noted in paragraphs G through I, will be submitted on a date and time agreed to by both parties.
- 3. Exhibit A is hereby amended to include the following annual target/measure:
  - Contractor agrees to meet the following annual performance measure:
  - 96% of reports will be provided on time and accurately.
- 4. All other terms and conditions of the Agreement dated July 20, 2021, and its subsequent First, Second and Third Amendments, between County and Contractor shall remain in full force and effect.

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

## **For Contractor:**

Signed by:		
Andrew S Bush	8/18/2025	Andrew S Bush
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Contractor Signature	Date	Contractor Name (please print)

### **COUNTY OF SAN MATEO**

By:

Resolution No. 081436

President, Board of Supervisors, San Mateo County

Date: September 23, 2025

ATTEST:

Clerk of Said Board

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