

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND OUR COMMON GROUND, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Our Common Ground, Inc., 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, the parties entered into an Agreement on July 1, 2021 for the provision of substance use disorder treatment services for the term July 1, 2021 through June 30, 2022, for a maximum amount of \$3,758,357; and

WHEREAS, the parties entered into an Amendment to the Agreement on September 13, 2022, extending the term through June 30, 2023, adding cost of living increases and increasing the maximum amount by \$4,099,992 to a new maximum of \$7,858,349; and

WHEREAS, the parties wish to amend the Agreement to extend the term through March 31, 2024, and to increase the maximum amount by \$2,990,431 to a new maximum of \$10,848,779.

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 County's total fiscal obligation under this Agreement exceed TEN MILLION EIGHT HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$10,848,779).

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 2022 will be due by June 1, 2022, and invoice(s) for June 2023 will be due by June 1, 2023, to facilitate timely payment.

2. The first paragraph of Section 5. Term and Termination 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 remain the same.

3. All other terms and conditions of the agreement as amended on September 13, 2022, 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 Agency: Our Common Ground, Inc.

Contractor Signature Date Agency Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board