

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, is entered into this 7th day of December 2021, 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, on September 15, 2020 the parties amended the agreement to increase the total amount not to exceed to \$872,322 and extend the term through December 31, 2020; and

WHEREAS, on December 8, 2020 the parties amended the agreement to increase the total amount not to exceed to \$2,836,381, amended the scope of services and extend the term through June 30, 2021; and

WHEREAS, on July 8, 2021 the parties amended the scope of services and extended the term through December 31, 2021; and

WHEREAS, the parties wish to further amend the agreement to increase the not to exceed amount by \$750,000 to an amount not to exceed \$3,586,381, and extend the term through June 30, 2022, the consideration for which is hereby acknowledged.

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

1. **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 THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED AND EIGHTY-ONE DOLLARS AND ZERO CENTS [\$3,586,381]. 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.

2. **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 June 30, 2022.

3. **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.**

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

11/8/2021
Date

Melissa Platte
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