

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Latino Commission, 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 November 9, 2021 for substance use disorder treatment services for the term July 1, 2022 through June 30, 2022 for an amount not to exceed \$1,146,037; and

WHEREAS, on September 13, 2022, the parties approved a first amendment to increase the maximum amount by \$1,250,212 for a total amount not to exceed \$2,396,249, and extending the term through June 30, 2023; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement from July 1, 2023 through March 31, 2024, and to increase the maximum by \$911,873 to a new not to exceed amount of \$3,308,122;

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

1. Section 3. 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 "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the 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 THREE MILLION THREE HUNDRED EIGHT THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$3,308,122).

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 B 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. 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 amended agreement dated September 13, 2022 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 Agency: THE LATINO COMMISSION

Debra
Camarillo

Digitally signed by Debra
Camarillo
Date: 2023.04.19 21:42:05
-07'00'

4/19/23

Latino Commission

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