

THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND AMI EXPEDITIONARY HEALTHCARE

This Amendment (“Amendment”) is entered into this 30th day of June 2020 and it is between the County of San Mateo, a political subdivision of the State of California (“County”), and AMI Expeditionary Healthcare (“AMI Expeditionary Healthcare” or “Contractor”).

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

WHEREAS, on March 3, 2020, and pursuant to Section 101080 of the California Health and Safety Code, the San Mateo County Health Officer declared a local health emergency throughout San Mateo County related to the novel coronavirus (COVID-19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this declaration of local health emergency, and on April 7, 2020, the Board of Supervisors further extended the local health emergency and this local health emergency remains in effect; and

WHEREAS, on March 3, 2020, and pursuant to Section 8630 of the California Government Code and Chapter 2.46 of the San Mateo County Ordinance Code, the San Mateo County Director of Emergency Services proclaimed a local emergency throughout San Mateo County related to COVID-19; and

WHEREAS, March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this declaration of local emergency, and on April 7, 2020, the Board of Supervisors further extended the local emergency and this local emergency remains in effect; and

WHEREAS, pursuant to Section 2.83.040 of the San Mateo County Ordinance Code, and in light of the existing local emergency and local health emergency, the County, acting through the County Manager/Purchasing Agent entered into an Agreement with Contractor for the provision of the services of medical and support personnel for County operations in support of the local emergency and local health emergency, for a term of up to forty five days (divided into three fifteen day increments), and for an amount not to exceed \$4,800,861 (“Agreement”); and

WHEREAS, on April 7, 2020, by Resolution 077328, the Board of Supervisors ratified this Agreement, among others; and

WHEREAS, on April 28, 2020, by Resolution 077382, the Agreement was amended to increase the amount by \$3,200,574 to an amount not to exceed \$8,001,435, and extending the term to June 6, 2020; and

WHEREAS, on May 26, 2020, by Resolution 077455, the Agreement was further amended to increase the amount by \$2,615,848 to an amount not to exceed \$10,617,283, and extending the term to July 6, 2020; and

WHEREAS, the County has a continuing need for the medical and support personnel services described in the Agreement and Contractor is willing and able to continue providing these services.

NOW, THEREFORE, THE COUNTY AND CONTRACTOR HEREBY AGREE AS FOLLOWS:

1. Section 3 (Payments) of the Agreement is hereby amended 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 Contractor has failed to perform the services in accordance with the requirements of this Agreement. In no event shall County's total fiscal obligation under this Agreement exceed fourteen million five hundred forty-one thousand fifty five dollars (\$14,541,055). 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) of the Agreement is hereby amended in its entirety to read as follows:


Subject to compliance with all terms and conditions, the term of this Agreement shall begin March 23, 2020, will be divided into nine (9) fifteen day increments, with 96-hour written notice from the County to the Contractor in order to extend the service period an additional 15 days, for up to a maximum total of one hundred thirty-five (135) days after it is initiated, with a maximum term ending August 5, 2020. Notwithstanding the foregoing, the parties agree that, in the event that the County elects to continue the term of the Agreement ending August 5, 2020, the County shall thereafter have the option to extend the term for an additional fifteen-day period (i.e., ending August 20, 2020) by providing the Contractor with notice by no later than the close of business on July 31, 2020 of its intention to exercise this option to extend the term of the Agreement ending August 20, 2020.

3. The Macro Pricing Schedule for Services set forth in Exhibit B shall be adjusted, proportionally, to reflect up to one hundred and fifty days of service (which includes the fifteen day period that the County has the option to request following the end of the term of the Agreement on August 5, 2020) and the maximum amount that may be expended under the Agreement shall not exceed fourteen million five hundred forty one thousand fifty five dollars (\$14,541,055).

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. This Amendment, including the revised Exhibit A and Exhibit B (each dated April 28, 2020) hereto, as amended and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in a writing and executed by both parties.

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

For Contractor: AMI EXPEDITIONARY HEALTHCARE

	<u>17 June 2020</u>	<u>Randy Cook</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

<u>Warren Slocum,</u>	<u></u>	<u></u>
President, San Mateo County Board of Supervisors	Date	Name (please print)

Attest:
