

RESOLUTION NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE CHIEF OF SAN MATEO COUNTY HEALTH OR THE CHIEF'S DESIGNEE, TO AMEND THE AGREEMENT BETWEEN GOTHAM LLC IN PARTNERSHIP WITH CURATIVE INC. AND THE COUNTY OF SAN MATEO FOR COVID-19 TESTING AND SAMPLE PROCESSING TO INCREASE THE MAXIMUM AMOUNT PAYABLE UNDER THE AGREEMENT TO \$4,000,000 AND EXTEND THE TERM TO JUNE 30, 2021

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

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, the Director and the Director's designee (the Emergency Operations Center (EOC) Incident Commander) have made many requests for services, supplies, and equipment, which have been expensed 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 or the Director's designee to execute agreements for goods and services up to \$500,000 and any amendments to such agreements within such fiscal provisions; and

WHEREAS, identifying positive COVID-19 cases through community testing opportunities is a key component of both the State's and the County's pandemic response;

WHEREAS, pursuant to the authority set forth in Resolution No. 077305, the County entered into an Agreement with Gotham LLC in partnership with Curative Inc. (collectively, "Curative") dated August 3, 2020, for COVID-19 testing and specimen processing; and

WHEREAS, the parties first amended the Agreement on October 1, 2020 to provide for a mobile van team to perform testing; and

WHEREAS, the parties amended the Agreement a second time on October 16, 2020 to add a mobile testing site at the San Mateo County Event Center and to extend the agreement to December 31, 2020; and

WHEREAS, the parties amended the Agreement a third time on November 17, 2020 to continue to provide COVID-19 testing to San Mateo residents and open other locations for testing; and

WHEREAS, the parties wish to continue the Agreement to provide a variety of testing opportunities to San Mateo County residents;

WHEREAS, the parties now wish to further amend the Agreement to increase the total fiscal obligation from \$500,000 to \$4,000,000 to meet the current levels of community demand for testing; to add a provision disallowing balance billing of patients or the County; extend the agreement to June 30, 2021; to change the termination notice provision from 30 days to 60 days; to replace Exhibit B with Exhibit B (Revised); to

revise the indemnity provisions to cover the County's local testing partners; and to add a Business Associates Agreement (Attachment H); and

WHEREAS, there has been presented to this Board for its consideration a Fourth Amendment to the Agreement between the County of San Mateo and Gotham LLC for COVID-19 testing and sample processing ("Fourth Amendment") and this Board has considered the Fourth Amendment as to both form and substance and desires that the County enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chief of San Mateo County Health or her designee is authorized to prepare and execute the Fourth Amendment.

BE IT FURTHER RESOLVED that the Chief of San Mateo County Health, or her designee, is hereby authorized to execute further amendments modifying the County's maximum fiscal obligation, and/or modifying the contract term and/or services, so long as the modified terms or services do not increase the County's fiscal obligation under the Agreement by more than \$25,000 (in aggregate).

* * * * *