

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. dba HELUNA HEALTH**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 18th day of May, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Public Health Foundation Enterprises, Inc. dba Heluna Health, 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 December 4, 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 recruitment, hiring, management and oversight of personnel under this agreement (Agreement No. 80511-F21-D176, also referenced herein as the "Agreement"); and

WHEREAS, on December 31, 2020, the parties amended the Agreement to increase the number of contact tracers, to replace Exhibit A with Exhibit A1, to replace Exhibit B with Exhibit B1 and to increase the amount not to exceed from FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000); and

WHEREAS, on March 1, 2021, the parties amended the Agreement to add certain provisions to increase the number of contact tracers from 50 contact tracers to 77 contact tracers and 2 contact tracer team leads to 5 contact tracers, to replace Exhibit A1 with Exhibit A2 (rev. March 1, 2021), and to replace Exhibit B1 with Exhibit B2; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the agreement and increase the amount not to exceed to SIX MILLION DOLLARS (\$6,000,000).

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

1. Section 3 – Payments is amended 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 SIX MILLION DOLLARS (\$6,000,000.00). 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 to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 23, 2020, through December 31, 2021.

- 4. All other terms and conditions of the agreement dated December 31, 2020, 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 Contractor: Public Health Foundation Enterprises dba Heluna Health

DocuSigned by:

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Contractor Signature

5/12/2021

Date

Peter Dale

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board