# AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PACIFIC RESOURCE CENTER

| THIS AMENDME               | NT TO THE AGREEMENT, entered into this             | day of          |
|----------------------------|--|-----------------|
| , 20                       | _, by and between the COUNTY OF SAN MAT            | EO, hereinafter |
| called "County," and Pacif | ica Resource Center, hereinafter called "Contracto | or";            |

#### WITNESSETH:

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, the parties entered into an Agreement for the purpose of providing Homeless Outreach Services to the Coastside region of San Mateo County on September 27, 2022; and

WHEREAS, the parties wish to amend the Agreement to add \$488,267 in funds, and amend certain language in the Exhibits.

## 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 in this Agreement and in Exhibits A, C, D, E, and Attachments F, I and P, 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 **NINE HUNDRED AND EIGHT THOUSAND, TWO-HUNDRED AND SIXTY-SEVEN DOLLARS (\$908,267)**. 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.** Exhibit A, Section II.A of the Agreement is amended to read as follows:
  - A. Population and Area to Be Served
  - 1. Via 4 FTE outreach specialists, 1 FTE outreach case manager, and .5 FTE direct services manager, and .3 FTE executive director, provide services targeted specifically to

unsheltered (living outdoors, in vehicles, or other places not meant for human habitation) homeless individuals, households, or unaccompanied youth, who are residents of San Mateo County's Coastside and are disconnected from mainstream services, homeless services, and other support systems. This includes those with disabilities, little to no income, evictions, criminal convictions, alcohol and/or other substance use, mental and physical health challenges, and other barriers to maintaining housing.

- 2. San Mateo County's Coastside includes all of San Mateo County coastal areas west of Interstate 280 from Pacifica through the southern border of the County in the Pescadero area.
- 3. Serve both those who are referred by CES as well other unsheltered individuals living on the Coastside encountered by Contractor's outreach staff, in order to target services towards clients who have been unsheltered the longest and are most in need of services.
- 4. Program participants will be San Mateo County residents at the time of service. Case management and housing plans may include strategies for out-of-county permanent housing solutions. However, if a client moves out of County, services under this contract would cease and Contractor shall identify resources and service providers in the area of relocation to transfer services.
- **3.** Exhibit B, Section 1 of the Agreement is amended is follows:
  - 1. Contractor will invoice County on a quarterly basis for services shown in Exhibit A based on an annual allocation amount of \$180,000 for FY22-23, and \$728,267 FY23-24. Invoices for Q1, Q2 and Q3 are due by the 20th of the month following the end of the previous quarter. Due to the County's year end close, the invoice for services rendered in the 4th quarter are due by June 20th with reporting due on July 20th. Invoices must be accompanied by a line-item accounting for quarterly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. In addition, invoices will be accompanied by any reports due as shown in Exhibit C. Invoices, backup documentation and any required reports will be submitted electronically to Matthew Hayes at mhayes@smcgov.org or designee. Invoices shall be itemized and include at a minimum:
    - a. Vendor address
    - b. HSA administrative address: 1 Davis Dr., Belmont, CA 94002
    - c. Remit payment address
    - d. Agreement number
    - e. Date(s) of service
    - f. Cost of service(s)
    - g. "See attached" if/when back up documentation or reports are provided in addition to the invoice.
  - 2. Provide a line-item budget (utilizing the template provided by HSA) for each program year and provide an updated line-item budget to HSA whenever a budget change occurs.

- 3. County will pay contractor upon receipt and approval of invoices including backup documentation and required reports.
- 4. County will have the option to adjust costs, including annual allocation amounts and across each year, or each service, to meet service goals as approved by HSA in writing as long as it does not exceed the total obligation amount nor is restricted by any grant or funding requirements.
- 5. Annual Allocation Amounts/Budget

| FY 2022-23          | FY 2023-24            |
|---------------------|-----------------------|
| Allocation Amount   | Allocation Amount     |
| (7/01/22 –06/30/23) | (07/01/23 - 06/30/24) |
| \$180,000           | \$728,267             |
|                     |                       |

**5.** Exhibit C, Section A matrix is amended to read as follows:

| Measure  | FY 2022-23<br>(12 months) | FY 2023-24<br>(12 months) |
|--|---------------------------|---------------------------|
| Number of unduplicated clients who move into permanent housing   | 15                        | 62.5                      |
| Number of unduplicated clients who move into shelter   | 19                        | 75                        |
| Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services) | 56                        | 225                       |
| Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment                            | 49                        | 200                       |
| Number of individuals who receive outreach and engagement services each Fiscal Year  | 75                        | 313                       |
| Percentage of rapid response inquiries responded to within 24 hours of the inquiry being made                                      | 90%                       | 90%                       |
| Number of unduplicated individuals who receive case management services  | 38                        | 150                       |

6. All other terms and conditions of the agreement dated September 27, 2022, between the County and Contractor shall remain in full force and effect.

By: Clerk of Said Board

| In witness of and in agreement with this Agreement with this Agreementatives, affix their respective signates |                     | ties, by their | duly authorized       |
|---|---------------------|----------------|-----------------------|
| For Contractor: PACIFICA RESOURCE C   | ENTER               |                |                       |
| DocuSigned by:  And   | 11/30/2023   1:04 F |                | Anita Rees            |
| Contractor Signature  | Date                | Contractor     | r Name (please print) |
| COUNTY OF SAN MATEO   |                     |                |                       |
| By:<br>President, Board of Supervisors, S   | San Mateo County    |                |                       |
| Date:   |                     |                |                       |
| ATTEST:   |                     |                |                       |

#### **Certificate Of Completion**

Envelope Id: 06AA8DEF465D468FAEA62FB1F121A7D1

Subject: Pacifica Resource Center - Homeless Outreach Services Expansion - 2022-2024 - CCO - A1

Source Envelope:

Document Pages: 4 Signatures: 1 Certificate Pages: 5 Initials: 0 Sherman Gee

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Status: Completed

400 County Ctr

Redwood City, CA 94063-1662

sgee@smcgov.org

IP Address: 38.127.225.96

#### **Record Tracking**

Holder: Sherman Gee Status: Original Location: DocuSign

sgee@smcgov.org

#### Signer Events

Anita Rees Anita@pacresourcecenter.org

**Executive Director** Pacifica Resource Center

Security Level: Email, Account Authentication

11/27/2023 10:22:25 AM

(None)

#### Signature

Signature Adoption: Drawn on Device Using IP Address: 99.23.123.57

#### **Timestamp**

**Timestamp** 

**Timestamp** 

Sent: 11/27/2023 10:27:10 AM Viewed: 11/27/2023 10:20:46 PM Signed: 11/30/2023 1:04:05 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 3/22/2019 12:30:28 PM

ID: e7addc9b-70bc-4145-bd92-22c2621e2804

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|                         |           |           |

**Editor Delivery Events Status Timestamp** 

**Agent Delivery Events Status Timestamp** 

**Status** 

Status

**Certified Delivery Events Status Timestamp** 

**Carbon Copy Events** Keith Light

klight@smcgov.org

Security Level: Email, Account Authentication

**Intermediary Delivery Events** 

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

| CODTED | Sent: 11/27/2023 10:27:10 AM   |
|--------|--------------------------------|
| COPIED | Viewed: 11/27/2023 10:49:51 AM |

#### **Witness Events** Signature **Timestamp** Signature **Notary Events Timestamp Envelope Summary Events Status** Timestamps **Envelope Sent** Hashed/Encrypted 11/27/2023 10:27:10 AM Certified Delivered Security Checked 11/27/2023 10:20:46 PM Signing Complete Security Checked 11/30/2023 1:04:05 PM Completed Security Checked 11/30/2023 1:04:05 PM **Payment Events** Status **Timestamps**



#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carasoft OBO County of San Mateo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

#### To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### To request paper copies from Carasoft OBO County of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Carasoft OBO County of San Mateo

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

| Operating Systems:         | Windows2000? or WindowsXP?                   |
|----------------------------|--|
| Browsers (for SENDERS):    | Internet Explorer 6.0? or above              |
| Browsers (for SIGNERS):    | Internet Explorer 6.0?, Mozilla FireFox 1.0, |
|                            | NetScape 7.2 (or above)                      |
| Email:                     | Access to a valid email account              |
| Screen Resolution:         | 800 x 600 minimum                            |
| Enabled Security Settings: |  |
|                            | •Allow per session cookies                   |
|                            | •Users accessing the internet behind a Proxy |
|                            | ,  |
|                            | Server must enable HTTP 1.1 settings via     |
|                            | proxy connection                             |

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.