

THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

THIS THIRD AMENDMENT TO THE AGREEMENT (“Third Amendment”), entered into this _____ day of _____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves, 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 June 27, 2017, the parties entered into an Agreement (the “Agreement”) for the term of July 1, 2017 through June 30, 2018 and a total obligation amount not to exceed \$712,000 to provide street-based outreach and community health services to San Mateo County’s unsheltered homeless population; and

WHEREAS, on June 5, 2018, the parties amended the Agreement (“First Amendment”) to extend the term by two years for a new term of July 1 2017, to June 30, 2020 and increased funding by \$1,424,000 for a new total obligation amount not to exceed \$2,136,000 to continue to provide outreach and community health services for the extended term; and

WHEREAS, on June 2, 2020, the parties further amended the Agreement (“Second Amendment”) to extend the term by two years for a new term of July 1, 2017 to June 30, 2022 and increased funding by \$1,092,584, for a new total obligation amount not to exceed \$3,228,584 to continue to provide outreach and community health services for the extended term; and

WHEREAS, the parties wish to further amend the Agreement (“Third Amendment”) to increase funding by \$407,723 for a new total obligation amount not to exceed \$3,636,307 for the same term of July 1, 2017 to June 30, 2022, to cover the cost to add outreach case managers and expand homeless outreach services to include COVID-19 vaccine education and support services.

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

1. Paragraph 3. Payments is hereby 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 (revised 3/2020), C (revised 3/2020), D, and Attachment P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B (revised 3/2020) and B1 (revised 3/2020). 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 THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED SEVEN DOLLARS (\$3,636,307). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of the termination or expiration of the Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Exhibit A (revised 3/2020) – Program Description and Services, paragraph B. Services, is amended to include the following program component:

COVID-19 Outreach and Education Services

In addition to providing the services listed under Program Components – Homeless Outreach Services (FY 2017-22), Contractor will provide:

- COVID-19 vaccine education, outreach, and coordination. This includes, but is not limited to, providing education about vaccine availability and efficacy; helping clients obtain appointments; arranging transportation to appointments; and providing education and information on COVID-19 safety protocols, local health orders, and guidance from the Centers on Disease Control and Prevention.
- 3.0 FTE Outreach Case Managers to provide outreach services. Contractor will provide services during regular business hours and afterhours. Contractor's regular business hours are Monday through Friday 9AM to 5PM. Contractor will develop an after-hours schedule to include additional time in the evening. Contractor must send proposed schedule to County for approval prior to implementing. Any changes to the afterhours schedule must be submitted in writing and approved by County.

3. Exhibit B (revised 3/2020) – Payments and Rates, paragraph B. Program Budget Overview is hereby amended to include:

Fiscal Year	COVID-19 Outreach and Education Program Services
2021-22	\$407,723

4. Exhibit B (revised 3/2020) – Payments and Rates, is hereby amended to include the following paragraph:

D. Method and Rate of Payment for COVID-19 Outreach and Education Program Services

- Contractor will track expenses incurred for the COVID-19 Outreach and Education program services separate from the Homeless Outreach and Community Outreach program services.
- Contractor will invoice County on a quarterly basis for the COVID-19 Outreach and Education services shown in Exhibit A, based on the on the program budget shown in this Exhibit B. Invoices, along with supporting documentation and any required reports, are due electronically to JBell@smcgov.org by the 20th of the month following the quarter's end, for the prior quarter's services. Due to the County's fiscal year end deadlines, the fourth (4th) quarter invoice must be submitted by June 25th.

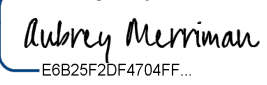
5. Exhibit C (revised 3/2020) – Performance Reporting and Monitoring, is hereby amended to include the following Performance Measures:

COVID-19 Outreach and Education Program Measures	Target
Number of unduplicated clients who receive COVID-19 education, outreach, and resources	200
Number of unduplicated clients who receive access to and/or transportation to COVID vaccines through this program	50
Number of unduplicated clients who receive outreach and engagement services	200
Number of unduplicated clients served through case management (not exclusively clients on MDT list)	12
Number of clients who move into shelter	60
Number of clients who move into Permanent Housing	12

6. All other terms and conditions of the Agreement dated June 27, 2017, as subsequently amended by the First Amendment and the Second Amendment, between County and Contractor shall remain in full force and effect.

In witness of and in agreement with terms of the Third Amendment to the Agreement, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: LIFEMOVES

<small>DocuSigned by:</small>		
	6/24/2021 11:35 AM PDT	Aubrey Merriman
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_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board