

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, 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 28, 2022, the parties entered into an Agreement for the purpose of providing homeless outreach services throughout San Mateo County, with a term of July 1, 2022 through June 30, 2024; and

WHEREAS, the parties now wish to amend the Agreement to add \$480,000 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 Exhibit A, C, D, E, 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 **ONE MILLION FIVE HUNDRED NINETY-NINE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$1,599,250)**. 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 to Be Served, Contractor will provide the following two components:

1. Regular Outreach:

- a. Via 5 FTE outreach case managers and 1 FTE outreach program manager/program 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 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.
 - b. Serve both those who are referred by CES for case management services as well other unsheltered individuals living in the County 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.
 - c. 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.
 - d. Services are provided on a San Mateo County-wide basis to ensure that services are available to County residents no matter where in the County they are residing.
2. Afterhours Outreach:
- a. Via 2 FTE outreach case managers, 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 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.
 - b. Serve both those who are referred by CES for case management services as well other unsheltered individuals living in the County 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.
 - c. 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.

- d. Services are provided on a San Mateo County-wide basis to ensure that services are available to County residents no matter where in the County they are residing.
- e. Afterhours coverage to include outreach and engagement, case management, rapid response activities Monday through Friday, between the hours of 4:00pm and 10:00pm, unless an alternate schedule is approved by HSA in writing.

3. **Exhibit A, Section III.B** of the Agreement is amended to read as follows:

B. Hours of Services, Contractor will:

1. Provide services during times that are tailored to the needs of the clients. Hours of services will include services during regular business hours, and also afterhours services during evenings, nights, and weekends to maximize outreach and connection with the clients to be served.
2. Weekend coverage to include outreach and engagement, case management, and rapid response activities on Saturday, and/or Sunday.
3. Adjustments to the schedule may be made to allow for other program and staff commitments – including, staff trainings, MDT meetings, and provider meetings. All adjustments will be submitted with the Contractor’s proposed schedule and approved by HSA in advance of the changes being implemented.
4. Contractor(s) will submit a proposed schedule for regular outreach and afterhours outreach services to HSA for approval. Any proposed changes to the schedule after initial approval must be approved by HSA in advance of the changes being implemented.

4. **Exhibit B, Section 1** of the Agreement is amended as follows:

1. Contractor will submit one invoice for Countywide regular outreach to the County on a monthly basis for services shown in Exhibit A, based on an annual allocation/budget amount of \$559,625 each fiscal year. Contractor will submit one invoice for the afterhours outreach component to the County on a monthly basis for services shown in Exhibit A, based on an annual allocation/budget amount of \$240,000 for each fiscal year. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, and/or packing slips. Invoices are due by the 20th of the month following the end of the previous month. 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. All invoices must include any required backup documentation and reports (as listed in Exhibit

C) and will be submitted electronically to Nikki Gilman at ngilman@smcgov.org. 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.

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

Performance Measure	Target for each Fiscal Year	
	Regular Outreach	Afterhours Outreach
Number of unduplicated clients who move into permanent housing	48	5
Number of unduplicated clients who move into shelter	90	36
Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services)	200	42
Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment	200	45
Number of unduplicated individuals who receive outreach and engagement services each Fiscal Year	380	125
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	150	30

6. **Exhibit C, Section B. Paragraph 1.** is amended to read as follows:


Submit a performance report each quarter to County. Quarterly reports shall track regular outreach and the afterhours outreach component performance measures separately for each component. Reports will be submitted electronically to Nikki Gilman at ngilman@smcgov.org or designee. Reports will include at a minimum the following information:

- Number of unduplicated clients served during the reporting period
- Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
- Narrative describing trends, successes, challenges during the reporting period and for the program to date

5. **All other terms and conditions of the Agreement dated June 8, 2022, 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: LifeMoves

	11/18/2022 10:07 AM PST	Aubrey Merriman
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