

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

THIS FOURTH AMENDMENT TO THE AGREEMENT (“Fourth Amendment”), entered into this _____ day of _____, 2022, 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; and

WHEREAS, on June 27, 2017, the parties entered into an Agreement (the “Agreement”) for the term of July 1, 2017 through June 30, 2018, for 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 executed an amendment to the Agreement (“First Amendment”) to extend the term by two years for a new term of July 1, 2017 to June 30, 2020, and increase 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 executed an amendment to the Agreement (“Second Amendment”) to extend the term by two years for a new term of July 1, 2017 to June 30, 2022 and increase 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, on July 20, 2021, the parties executed an amendment to the Agreement (“Third Amendment”) to increase funding by \$407,723 for a new total obligation amount not to exceed \$3,636,307, with the term remaining July 1, 2017 to June 30, 2022, to cover the cost to expand homeless outreach services to include COVID-19 vaccine education and support services; and

WHEREAS, the parties wish to now further amend the agreement to increase funding by \$121,359 for a new total obligation amount not to exceed \$3,757,666, with the term remaining July 1, 2017 to June 30, 2022, to increase the capacity to provide street-based outreach, engagement, and case management services to San Mateo County's unsheltered homeless population with a continued focus on those that are chronically homeless.

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 SEVEN HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$3,757,666). 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 paragraph:

Increased Outreach (3.0 FTE Outreach Case Mangers)

Contractor will add 3.0 FTE Outreach Case Managers to provide additional outreach services. Contractor will develop the weekly schedule for these additional services, with the goal of including hours outside of traditional business hours. Contractor must send proposed schedule to County for approval prior to implementing. Any changes to the schedule must be submitted in writing and approved by County. Contractor will invoice County separately for this addition.

3. Exhibit B – Payments and Rates, paragraph A. General Payment Terms, Payment Rate, is hereby amended to read as follows:

County shall have the option to adjust funding across line items shown in Program Budget Overview and in Exhibit B1, across program components, and across fiscal years and quarters as agreed by both parties and approved by the County in writing as long as it does not exceed the total agreement obligation.

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

Fiscal Year	Increased Outreach Services (3.0 FTE Outreach Case Managers)
2021-22	\$121,359

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

E. Method and Rate of Payment for Increased Outreach Services (3.0 FTE Case Managers)

- Contractor will track expenses incurred for the increased Homeless Outreach Services separate from all other Homeless Outreach and Community Outreach program services listed in this contract.
- Contractor will invoice County on a quarterly basis for the increased Homeless Outreach services shown in Exhibit A, based on the on the program budget shown in this Exhibit. Invoices, along with supporting documentation and any required reports, are due electronically to Matthew Hayes, mhayes@smcgov.org or the designated HSA contact 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 Increased Outreach Services Performance Measures:

Increased Outreach Services (3.0 FTE Case Managers)	Target
Number of unduplicated clients who receive outreach and engagement services	45
Number of unduplicated clients served through case management (not exclusively clients on MDT list)	36
Number of clients receiving case management who move into Emergency Shelter, Transitional Housing, or other temporary destinations (e.g. temporarily living with family or friends)	12

Number of clients receiving case management who move into permanent housing. There is no set target, however Contractor will provide data to County on the number of clients served.	See Measure
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6. All references in the Agreement made to Joanna Bell at JBell@smcgov.org, are hereby replaced with Matthew Hays at MHayes@smcgov.org.
7. All other terms and conditions of the Agreement dated June 27, 2017, as subsequently amended by the First Amendment, the Second Amendment, and the Third Amendment, between County and Contractor shall remain in full force and effect.

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

For Contractor: LIFEMOVES

<small>DocuSigned by:</small>		
<i>Aubrey Merriman</i>	1/28/2022 11:47 AM PST	Aubrey Merriman
<small>E6B25F2DF4704FF...</small>		
_____ 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