

**SECOND 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, the parties entered into an Agreement for the purpose of providing homeless outreach services throughout San Mateo County services on June 28, 2022; and

WHEREAS, on December 20, 2022, the parties amended the Agreement to add \$480,000 in funds and amend certain language in the Exhibits; and

WHEREAS, the parties wish to further amend the Agreement to add \$225,000 in funds, for a new total obligation not to exceed \$1,824,250, 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, EIGHT HUNDRED TWENTY-FOUR THOUSAND, TWO HUNDRED AND FIFTY DOLLARS** (\$1,824,250). 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.1** 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 6 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. One outreach case manager will be responsible for fielding and coordinating rapid response outreach requests called in by community service providers and police/first responders (also known as dispatch role). This role will staff a rapid response line and provide a response within 24 hours of the request, dispatching rapid response requests to the appropriate regional case managers (LifeMoves homeless outreach programs and other Homeless Outreach Programs operated by other agencies). In addition, this role will coordinate the timely and accurate collection of rapid response outreach data for reporting purposes. If this outreach case manager has available time outside of fielding and coordinating rapid response requests, he/she will conduct outreach and engagement as needed.
- c. 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.
- d. 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.
- e. 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.

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

1. Contractor will submit one invoice for County-wide regular outreach to the County on a monthly basis for services shown in Exhibit A, based on an annual allocation/budget amount of \$627,044 for FY 2022-23 and \$695,806 for FY 23-24. Contractor will submit one invoice for the after-hours 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 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. **All other terms and conditions of the Agreement dated June 28, 2022, and amended on December 20, 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

Contractor Signature

Date

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo