

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LIVEMOVES

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 29th day of June 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, the parties entered into an Agreement (Resolution #77550) for community health outreach services on July 1, 2020; and

WHEREAS, the parties wish to amend the Agreement to extend the term through December 31, 2021, increase the fiscal obligation by \$103,000 to an amount not to exceed \$309,770 and to incorporate emergency response provisions;

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

1. Section three 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, 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 THREE HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND SEVENTY DOLLARS (\$309,770). 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. Section four of the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020 through December 31, 2021

3. Section twenty is added to the agreement to read as follows:

20. Disaster and Emergency Response Plans.

Contractor will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the

Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

4. Section C of Exhibit A, Performance Measures is replaced with Revised section C rev. May 25, 2021
5. Original Exhibit B is replaced with Revised Exhibit B, (rev. May 25, 2021).
6. Original Attachment H, Business Associates Requirements is revised to extend the term through December 31, 2021.
7. **All other terms and conditions of the agreement dated July 1, 2020 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

DocuSigned by: <i>Aubrey Merriman</i> E6B25F2DF4704FF...	5/27/2021 6:14 PM PDT	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

Exhibit A revised May 25, 2021

Section C of Exhibit A is replaced as follows:

C. Performance Measures

Performance Measure	Targets FY20-21	Targets FY21-22
Of individuals on the WPC list referred to Contractor to be located, percentage who are successfully located. When calculating this percentage, referred individuals will be disregarded if they are (1) located first by a Care Navigator, (2) already housed, or (3) in jail or prison and already connected to a Care Navigator.	80%	80%
Of the WPC individuals who are located by Contractor, percentage or number of clients who Contractor will engage in services, such as connecting to a Care Navigator, the Street Medicine team or other medical provider for a screening; connecting to transportation or housing services; or connecting to other available services.	140 unduplicated individuals, or 90% of clients located if number of referrals is less than 156	70 unduplicated individuals, or 90% of clients located if number of referrals is less than 78
Contractor will enroll WPC individuals in case management who are unwilling to engage with BWT or who do not qualify for BWT	Maximum caseload for each Contractor case manager is 10 WPC individuals at any one time	Maximum caseload for the Contractor case managers is 20 WPC individuals at any one time

Exhibit B revised May 25, 2021

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed two hundred and six thousand, seven hundred and seventy dollars (\$309,770). The county shall pay the Contractor in accordance with the following program expenses described below:

B. Budget

Direct Labor Costs	<u>FY 20-21</u>		<u>FY21-22</u>		<u>Total All Years</u>
<u>Position</u>	<u>FTE</u>	<u>Amount</u>	<u>FTE</u>	<u>Amount</u>	
Case Manager	1	\$ 61,380.00	1	\$ 31,611.00	\$ 92,991.00
Case Manager	1	\$ 51,480.00	0.3	\$ 9,483.00	\$ 60,963.00
Overtime Premium					
Program Director	0.07	\$ 7,920.00		\$ 18,687.00	\$ 26,607.00
<i>Subtotal</i>		\$ 120,780.00		\$ 59,781.00	\$ 180,561.00
Taxes & Fringe Benefits	35%	\$ 42,273.00	37%	\$ 22,119.00	\$ 64,392.00
On Call Labor		\$ 2,500.00		\$ 1,500.00	\$ 4,000.00
<i>Labor Costs</i>		\$ 165,553.00		\$ 83,400.00	\$ 248,953.00
<u>Other Operating Costs</u>					
Allocated Costs	3%	\$ 4,784.00	3%	\$ 2502.00	\$ 7,286.00
Transportation		\$ 1,500.00		\$ 800.00	\$ 2,300.00
Office Supplies		\$ 4,150.00		\$ 329.00	\$ 4,479.00
Computer/IT related costs				\$ 1600.00	\$ 1,600.00
Client Assistance		\$ 10,000.00		\$ 5005.00	\$ 15,005.00
Training/Conferences		\$ 2,000.00			\$ 2,000.00
<i>Subtotal</i>		\$ 187,987.00		\$ 93,636.00	\$ 281,623.00
Administrative costs	10%	\$ 18,783.00	10%	\$ 9364.00	\$ 28,147.00
Total		\$ 206,770.00		\$ 103,000.00	\$ 309,770.00

C. Method of Payment and Invoicing:

- 1) All invoices shall include
 - A detailed list of the services provided, and

- Staff title or name and percentage of time expended by staff person(s) during the invoicing period.
- 2) If total costs are expected to be less than the amount listed in the invoice, Contractor will only invoice for the anticipated actual costs.
 - 3) Financial supporting documentation is not required to be submitted with invoices; however, the County can, within 12 months of contracting, request to see financial supports for program cost.
 - 4) Contractor shall submit invoices using the following schedule:

Invoice #	Approximate Invoice Amount	Due Date
Invoice #1: shall include services that will be provided through July 1-September 30, 2020	\$51,692	By October 20, 2020
Invoice #2: shall include services that will be provided through October 1-December 31, 2020	\$51,692	By January 20, 2021
Invoice #3: shall include services that will be provided through January 1-March 31, 2021	\$51,692	By April 20, 2021
Invoice #4: Shall include services that will be provided through April 1-June 2021	\$51,692	By July 3, 2021
Invoice #5: Shall include services that will be provided through July 1-September 2021	\$51,500	By October 20, 2021
Invoice #6: Shall include services that will be provided through October 1-December 2021	\$51,500	By January 20, 2022

Total	\$ 309,770	

5) Invoices that exceed the aforementioned amounts or that do not adhere to the aforementioned timing and payment schedules must be pre-approved in writing by the county.

6) The following deliverables listed below shall be submitted with the invoices:

Invoice #1

a. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #2

b. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #3

c. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #4

d. Final report including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #5

e. Final report including summary of number of clients served and progress with performance measures listed in revised Exhibit A

Invoice #6

f. Final report including summary of number of clients served and progress with performance measures listed in revised Exhibit A

7) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.

- Travel costs will not exceed \$ 2,300 and indirect costs will not exceed \$ 28,147 for the duration of the contract.
- Itemized receipts for travel and meetings expenses must be submitted along with the monthly invoice.
- Additional travel and meeting expense accrual after submission of scheduled invoice(s) mentioned in 6 will go to the next scheduled invoice.

✓ Example of itemized receipts would be: Restaurant receipts, parking fee receipts, toll fee receipts, google mileage from/to, conference fee and etc...

- 8) All invoices shall include the following language and a signature:

Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Signature: _____ *Date:* _____

Title: _____ *Agency:* _____

- 9) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.

Attachment H- Business Associates Agreement between County of San Mateo and LifeMoves

Contract Term

The term of this Business Associate Agreement shall be from July 30, 2017 to June 30, 2022.