

**FOURTH 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 services for a total obligation amount not to exceed \$1,119,250; and

WHEREAS, on December 20, 2022, the parties amended the Agreement to add \$480,000 in funds and amend certain language in the Exhibits, for a revised total obligation amount not to exceed \$1,599,250; and

WHEREAS, on May 23, 2023, the parties amended the Agreement to add \$198,036 in funds and amend certain language in the Exhibits, for a revised total obligation amount not to exceed \$1,797,286; and

WHEREAS, on December 12, 2023, the parties amended the Agreement to add \$152,427 in funds and amend certain language in the Exhibits for a revised total obligation not to exceed \$1,949,713;

WHEREAS, the parties now wish to further amend the Agreement to add \$756,445 in funds for a new total obligation not to exceed \$2,706,158, extend the term of the agreement through December 31, 2024, 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 **TWO MILLION, SEVEN HUNDRED SIX THOUSAND, AND ONE HUNDRED FIFTY-EIGHT DOLLARS** (\$2,706,158). 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 4. Term** of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through December 31, 2024.

3. **Exhibit A. Section II.A.2** of the agreement is amended to read as follows:

2. Afterhours Outreach:

a. County-wide Afterhours Outreach

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

b. Millbrae Afterhours Outreach

- i. Via 2 FTE outreach case managers, provide services to individuals who are, or appear to be, unsheltered and/or experiencing homelessness (living outdoors, in vehicles, or in other places not meant for human habitation) in the Millbrae BART Station Area, which means and includes BART and Caltrain platforms, stations, and parking lot(s) and the surrounding Downtown Millbrae area, 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.
- ii. 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.
- iii. 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.
- iv. Provide evening/nighttime services on a set schedule, to be coordinated with the County, focused on late night BART schedule. Should BART make changes to their schedule, the Project will adjust service times. The Project may also adjust schedule for other reasons, such as unanticipated needs or challenges arising and as reasonably requested by County. The proposed schedule will be submitted to County's Department of Human Services (HSA) for approval, and any proposed changes to the schedule after initial approval must be approved, in writing, 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 County-wide regular outreach to the County on a monthly basis for actual costs incurred for services shown in Exhibit A, based on an annual allocation/budget amount of \$565,736 for FY 2022-23, \$588,366 for FY 2023-24, and \$363,899 for FY 2024-25. Contractor will submit one invoice for the after-hours outreach component to the County on a monthly basis for actual costs incurred for services shown in Exhibit A, based on an annual allocation/budget amount of \$240,000 for FY 2022-23 and FY 2023-24, and \$117,362 for FY 2024-25. Contractor will submit one invoice for the rapid response dispatch position component to the County on a monthly basis for actual costs incurred for services shown in Exhibit A, based on an annual

allocation/budget amount of \$62,463 for FY 2022-23, \$125,143 for FY 2023-24, and \$56,648 for FY 2024-25. Contractor will submit one invoice for the 2 FTE North County outreach component to the County on a monthly basis for actual costs incurred for services shown in Exhibit A, based on an annual allocation/budget amount of \$128,005 for FY 2023-24 and \$97,166 for FY 2024-25. Contractor will submit one invoice for the 2 FTE Millbrae outreach component to the County on a monthly basis for actual costs incurred for services shown in Exhibit A, based on an annual allocation/budget amount \$121,370 for FY 2024-25.

Program	FY 2022-23	FY 2023-24	FY 2024-25
Homeless Outreach Team (HOT) – 5 FTE Outreach Case Manager, 1 FTE Program Director	\$565,736	\$588,366	\$363,899
After-Hours HOT – 2 FTE Outreach Case Manager	\$240,000	\$240,000	\$117,362
Rapid Response Dispatch – 1 FTE Dispatcher	\$62,463	\$125,143	\$56,648
North-County Outreach – 1 FTE Case Manager, .5 FTE Outreach Case Manager, and .5 FTE Program Manager	N/A	\$128,005 11/1/23 – 6/30/24	\$97,166
Millbrae Outreach – 2 FTE Outreach Case Manager	N/A	N/A	\$121,370
Total	\$868,199	\$1,081,514	\$756,445

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 Marika Buchholz or designee at mbuchholz@smcgov.org. 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 will be itemized and include at a minimum the following:

- 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. Back-up documentation detailing the actual costs incurred
- g. Quarterly performance reports as outlined in Exhibit C
- h. Cost of service(s)
- i. "See attached" – if/when back up documentation or reports are provided in addition to the invoice.

5. **Exhibit C, Section A Matrix** has been amended to read as follows:

Performance Measure	Target for each Fiscal Year		
	Regular Outreach	Afterhours Outreach	North County Outreach 11/1/23 – 6/30/24
Number of unduplicated clients who move into permanent housing	48	5	10
Number of unduplicated clients who move into shelter	90	36	36
Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services)	200	42	60
Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment	200	45	60
Number of unduplicated individuals who receive outreach and engagement services each Fiscal Year	380	125	114
Percentage of rapid response inquiries responded to within 24	90%	90%	90%

hours of the inquiry being made			
Number of unduplicated individuals who receive case management services	150	30	45

Performance Measure	Target for FY 2024-25			
	Regular Outreach	Afterhours Outreach	North County Outreach	Millbrae Outreach
Number of unduplicated clients who move into permanent housing	24	3	8	2
Number of unduplicated clients who move into shelter	45	18	27	15
Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services)	100	21	45	21
Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment	100	23	45	23
Number of unduplicated individuals who receive outreach and engagement services each Fiscal Year	190	63	86	50
Percentage of rapid response	90%	90%	90%	90%

inquiries responded to within 24 hours of the inquiry being made				
Number of unduplicated individuals who receive case management services	75	15	34	12

- 6. All other terms and conditions of the Agreement dated June 28, 2022, and amended on December 20, 2022, May 23, 2023, and December 12, 2023, 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...	6/14/2024 10:40 AM 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