

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 6th day of April 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WEHOPE, 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 (#62270206079WPC1) for \$28,262 for mobile hygiene services in East Palo Alto on April 15, 2020;

WHEREAS the parties amended the Agreement on May 15, 2020 extending the term through July 15, 2020 and increasing the County's fiscal obligation to \$59,600 (Amendment 1);

WHEREAS, the parties amended the Agreement on July 15, 2020 to fulfill an unmet need for mobile hygiene services in Redwood City and Menlo Park increasing the contractual amount to \$96,960 and extending the term through September 18, 2020 (Amendment 2);

WHEREAS the parties amended the Agreement on September 15, 2020 extending the term through December 2020 for continued services in Redwood City, adding a new scope of work in Menlo Park for shower and laundry services cumulatively increasing the County's fiscal obligation to \$170,977.27 (Amendment 3-inadvertently labeled Amendment 4);

WHEREAS section IV.A.2 (c) of the County's Administrative Memo B-1 authorizes the Board of Supervisors to waive the provisions of the competitive bidding process for contracts of exceeding \$200,000 in case of emergencies;

WHEREAS, the provision of mobile hygiene services to the unsheltered and homeless is in response to ongoing public health emergency;

WHEREAS, the parties now wish to amend the Agreement between the County of San Mateo and WEHOPE to extend the term through to December 31, 2021 for continued services in Redwood City and Menlo Park and increasing the County's fiscal obligation by \$224,817.28 to an amount not to exceed \$395,794.55;

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

1. Section 3 of the Agreement governing Payments of the Agreement is hereby amended and restated in its entirety 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 NINETY-FIVE THOUSAND, SEVEN HUNDRED AND NINETY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$395,794.55). 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 of the Agreement governing Term is amended and restated in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 16, 2020, through December 31, 2021.

3. Original Exhibit A and B as amended on July 15, 2020 and September 18, 2020 is replaced with Revised Exhibit A and B (rev. January 14, 2021).
4. **All other terms and conditions of the agreement dated April 15, 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: WEHOPE

	<u>3/1/2021</u>	<u>Paul Bains</u>
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 (rev. January 14, 2021)

1. Description of Services to be Performed by Contractor

WPC is a pilot funded under the five-year renewal of California's Section 1115 Medicaid Waiver (Medi-Cal 2020). San Mateo County Health (SMCH) is implementing the WPC pilot to provide a coordinated, efficient and effective delivery of care to San Mateo County's highest-risk and vulnerable populations. The most vulnerable of WPC clients are experiencing homelessness in addition to medical and behavioral health conditions. A new respiratory illness COVID-19 that spreads from person to person, emerged in December 2019 and is now a global pandemic. Persons experiencing homelessness at greater risk of infection as they typically live in close proximity and lack access to basic hygiene facilities.

Local authorities across the State have issued guidelines to protect the public health and safety in response to the COVID-19 pandemic. These measures include stay-at-home orders, social distancing, and other actions such as regular hand-washing with soap and water, cleaning and disinfecting regularly touched surfaces, to stop the spread of COVID-19. The COVID-19 pandemic created a public health emergency that necessitated the closure of non-essential community facilities such as libraries and community centers, which provide restroom and handwashing stations for people experiencing homelessness. This has limited the ability of persons experiencing homelessness to access restrooms and wash stations located in these public facilities. There is an urgent need for the availability of outdoor restrooms and hand washing stations to serve the homeless population in the County as a public health and safety measure.

At the request of the City of East Palo Alto, on April 15, 2020, County Health entered into a contract with WeHOPE for the provision of mobile restrooms and handwashing stations in East Palo Alto for the period April 15, 2020 to July 15, 2020.

WeHOPE, a community-based organization, has been providing mobile hygiene services in Redwood City since 2015. Services are provided three times a week at Fair Oaks Community Center and at Behavioral Health and Recovery Services (BHRS) Adult Clinic. These sites provide a crucial service to people living in encampments, vehicle dwellers, and the insufficiently housed. However, currently these services are not fully funded by the City and County yet the COVID pandemic has created a need to make these services available. In addition, the homeless population in the Marsh encampment in Menlo Park lack access to restrooms and handwashing stations. WPC engaged WeHOPE to provide a restroom trailer with a handwashing station, laundry and shower mobile unit to service this encampment from July 15, 2020-December 31, 2020.

WPC is now engaging WeHOPE to continue servicing sites in Redwood City and Menlo Park for the period January 1, 2021 to December 31, 2021

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

The Contractor will provide their mobile hygiene unit, Dignity on Wheels to continue servicing Redwood City three times a week and provide restroom and handwashing station services at the Marsh Encampment in Menlo Park. Within this timeframe, Contractor will:

(a) Redwood City.

Serve the homeless populations at the Fair Oaks Community Center and at Behavioral Health and Recovery Services (BHRS) Adult Clinic three sessions per week in Redwood City from July 16, 2020 to December 31, 2021

- Provide four-six hours of services during each of the sessions per week. The six hours shall initially serve up to 20 showers with gradual expansion to 40 showers as well as 20 loads of laundry.
- Provide shower supplies and hygiene kits including soap, towels sandals etc
- Dignity on Wheels will be staffed by an intake specialist to lead the set-up of activities for the hygiene unit, coordinate volunteers if any, and manage onsite schedule and operation of the laundry and shower services;
- Contractor will make arrangements with the owner of the service site for the use of the location, if applicable, the use of water etc
- Any related tasks, or services as deemed appropriate by the County and agreed upon by both parties

(b) Menlo Park.

Serve the homeless population in Marsh encampment in Menlo Park 4 days a week from August 1-December 31, 2021.

- Provide water, and hygiene kits including soap and towels, drinking water and dispose of the solid and water waster at the end of each session;
- Increase awareness and visibility of services among people experiencing homelessness;
- Provide security on site when the service is being provided;
- Staff a coordinator to set-up of activities for the hygiene unit, and manage onsite schedule, tracking utilization and operation of the services;
- Provide regular cleaning services including disinfection of surfaces to ensure that the units are sanitary at all times;
- Any related tasks, or services as deemed appropriate by the County and agreed upon by both parties;

(c) Case Management

In conjunction with the hygiene services listed above, the Contractor shall perform the following case management services:

- Conduct in person outreach to inform target population of services and deployment schedule while driver and intake specialist set up for each session;
- Assess clients, create engagement and service plans, coordinate communication with LiveMoves Community Health Outreach Worker (CHOWs), shelter staff, Street Medicine team/Public Health Mobile Clinic and support client linkage to other medical and behavioral health services;
- Identify and refer WPC clients who cannot be located to LifeMoves CHOWs;
- Coordinate client services with the Monthly submission of utilization reports to the WPC Administrative Hub.

Reporting

Contractor will submit monthly utilization report not later than 20 days past the end of the month. The monthly report will include the number of clients who utilized the unit, a narrative describing program activities and results for the performance measures below:

- Number of unduplicated clients served per site per week
- Percentage of unduplicated clients referred to LifeMoves
- Percentage of unduplicated clients connected to street medicine and mobile clinic and other services.

Additionally, the contractor will submit a program report within 20 days after the end of the project. The report will provide results for performance measures above for the period of the project and will include a narrative describing how measures were achieved, lessons learned and challenges.

Exhibit B (rev. January 14, 2021)

1. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following 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 THREE HUNDRED AND NINETY-FIVE THOUSAND, SEVEN HUNDRED AND NINETY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$395,794.55)

- The initial 30-day cost for the period April 16, 2020 to May 15, 2020 is reduced from TWENTY-EIGHT THOUSAND, TWO HUNDRED AND SIXTY-TWO (\$28,262) to NINETEEN THOUSAND, EIGHTEEN DOLLARS (\$19,800).
- For the period April 16 through July 15, 2020, the costs of services shall not exceed FIFTY-NINE THOUSAND FOUR HUNDRED (\$59,400)
- The timeframe for the scope of work in Menlo Park and Redwood City is extended from July 16 through December 31, 2020, costs of the service shall not exceed ONE HUNDRED AND ELEVEN THOUSAND, FIVE HUNDRED AND SEVENTY-SEVEN DOLLARS AND TWENTY-SEVEN CENTS (\$111,577.27)
- The timeframe for the scope of work in Redwood City and Menlo Park is extended to from January 1-December 31, 2021, and costs of this service shall be TWO HUNDRED AND TWENTY-FOUR THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARS AND TWENTY-EIGHT CENTS (224,817.28)

The County shall pay the, contractor in accordance with the following program expenses described below:

B. Budget

East Palo Alto (April 16 to May 15, 2020)

Expense	Description	Daily Cost	30-day Cost (Apr16-May15, 2020)	60-day Cost (May 16-July 15, 2020)
Staffing	Security Guard	\$ 330.00	\$ 9,900.00	\$ 19,800.00
Staffing	Coordinator	\$ 135.22	\$ 4,056.49	\$ 8,112.98
Staffing	Driver	\$ 125.00	\$ 3,750.00	\$ 7,500.00
Program costs	Daily Cleaning			
	Supplies	\$ 25.00	\$ 750.00	\$ 1,500.00
	Restroom			

Program costs	supplies	\$	24.07	\$	722.10	\$	1,444.20
Indirect Expenses		9%	\$ 20.71	\$	621.30	\$	1,242.60
			\$ 660.00	\$	19,800.00	\$	39,600
Total 3-month cost						\$	59,400

Redwood City and Menlo Park (July 16-December 31, 2020)

	Daily cost per session	# of weeks	# of sessions per week	
Dignity on Wheels- Red Wood City	\$ 822.00	22	3	\$ 54,251.80
Dignity on Wheels- Menlo Park	\$ 822.00	19	1	\$ 15,618.00
Restrooms and handwashing unit- Menlo Park	\$ 548.78	19	4	\$ 41,707.47
TOTAL				\$ 111,577.27

Redwood City (January 1-December 31, 2021)

	Daily cost per session	# of weeks	# of sessions per week	
Dignity on Wheels- Red Wood City	\$ 822.00	52	3	\$ 128,232
Restrooms and handwashing unit- Menlo Park	\$ 548.78	44	4	\$ 96 585.28
Total				\$ 224,817.28

C. Method of Payment and Invoicing:

- 1) Invoices will be submitted every two weeks with utilization reports. All invoices shall include
 - A detailed list of the services provided, and
 - Staff title or name and percentage of time expected to be 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) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.
 - 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...

5) 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: _____

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