

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

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

WHEREAS, on May 20, 2020, the parties entered into an agreement (the “Agreement”) for the term of April 1, 2020 to June 30, 2021, for a total obligation amount of \$100,000 to provide homeless outreach and housing-focused case management service to people experiencing unsheltered homelessness; and

WHEREAS, on June 29, 2021, the parties executed an amendment to the Agreement (“First Amendment”) to extend the term by one year for a new term of April 1, 2020 to June 30, 2022 and increase the total obligation amount by \$226,302 for a new total obligation amount not to exceed \$326,302, to provide additional capacity for more homeless outreach services and housing focused case management and to expand these outreach services to include COVID-19 vaccine education and support services; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$94,893 for a new total obligation amount not to exceed \$421,195 with the term remaining April 1, 2020 to June 30, 2022 to provide additional homeless outreach and housing-focused case management services to San Mateo County residents experiencing homelessness.

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

1. Paragraph 3. Payments is hereby amended to read:

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 FOUR HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$421,195). 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 contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Exhibit A – Services, paragraph A is amended to include an additional 2.0 FTE Outreach Case managers to increase the capacity of General Outreach services.
3. Exhibit B – Payments and Rates, paragraph B is hereby amended to read:

B. Contractor shall submit a separate invoice for each of the following: One invoice for General Outreach, one invoice for COVID Outreach and Education, and one invoice for the additional 2.0 Outreach Case Managers who will provide increased outreach capacity on a monthly basis for services shown in Exhibit A, based on the budget shown below, or if applicable a revised budget as approved in writing by the County. Invoices are due by the 20th of each month for the prior month's services. The County shall have the option to adjust funding across line items in the budget shown below, across fiscal years, and across program components in order to meet program needs and maximize services and outcomes, as long as the total budget does not exceed the total Agreement obligation.

4. Exhibit B1 – Budget is hereby amended to include the following:

| Increased Outreach Capacity Budget (2.0 FTE Case Managers) | |
|--|-----------------|
| Personnel | \$76,910 |
| Operating Expenses | \$9,356 |
| Indirect Cost (NTE 10% of the total budget) | \$8,627 |
| Total Budget | \$94,893 |

5. Exhibit C – Performance Reporting and Monitoring, paragraph B. Performance Measures is hereby amended to include the following measures for Increased Outreach Capacity:

| Increased Outreach Capacity (2.0 FTE Case Managers) | |
|--|-------------|
| Measure | Target |
| Number of unduplicated clients who receive outreach and engagement services | 30 |
| Number of unduplicated clients served through case management | 15 |
| Number of unduplicated clients who move into shelter or other temporary destinations | 10 |
| 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 housed. | See Measure |

6. All references in the Agreement made to Joanna Bell at JBell@smcgov.org, are hereby replaced with Matthew Hayes at MHayes@smcgov.org.
7. All other terms and conditions of the Agreement dated May 20, 2020, as subsequently amended by the First Amendment, between County and Contractor shall remain in full force and effect.

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

For Contractor: WEHOPE

| | | |
|---|-------------------------|--------------------------------|
| DocuSigned by:  8FC9B19ABEC54CB... | 1/28/2022 9:24 AM PST | Paul Bains |
| 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