

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SOHUM HOUSING OPPORTUNITIES
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement dated May 11, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and SoHum Housing Opportunities, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR,” is entered into this 4 day of September, 2020.

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019, and symptoms of COVID-19 include fever, cough and shortness of breath and outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 31, 2020, U.S. Department of Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s health care community in responding to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has determined that the virus presents a serious public health threat; and

WHEREAS, Humboldt County had its first confirmed case of COVID-19 on February 20, 2020, and the potential of more COVID-19 cases in Humboldt County is an imminent threat; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California; and

WHEREAS, on March 11, 2020, Humboldt County Health Officer declared a Local Health Emergency pursuant to Humboldt County Code section 2210-8 for a up to seven (7) days in the county or any area thereof, including but not limited to an imminent and proximate public health threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a federal state of emergency regarding the global pandemic caused by COVID-19; and

WHEREAS, on March 17, 2020, Humboldt County Board of Supervisors ratified the Humboldt County Health Officer’s March 11, 2020 Local Health Emergency Declaration; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), desired to work collaboratively with CONTRACTOR to provide supportive services to homeless eligible persons temporarily housed in non-congregate shelter during the COVID-19 pandemic; and

WHEREAS, on May 11, 2020 COUNTY and CONTRACTOR entered into a Professional Services Agreement to provide such supportive services during the COVID-19 pandemic; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the amount payable thereunder and modify the Schedule of Rates set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Eighteen Thousand Six Hundred Sixty-Four Dollars (\$18,664.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

2. Section 5 – Payment of the Professional Services Agreement is hereby amended to read as follows:

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices (or more often if necessary for CONTRACTOR to keep services running) itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONTRACTOR shall submit a final invoice for payment within thirty days following the expiration or termination date of this Agreement. Invoices shall be in a format approved by, and include any and all appropriate backup documentation as specified by, Director and the Humboldt County Auditor-Controller. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Financial Services
507 F Street
Eureka, California 95501

3. Section 15 – Insurance Requirements of the Professional Services Agreement is hereby amended to read as follows:

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extension thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as

“XCU Hazards.”

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131

Eureka, California 95501

CONTRACTOR: SoHum Housing Opportunities
Attention: Catherine Miller, President
PO Box 323
Redway, California 95560

4. Exhibit A – Scope of Services of the Professional Services Agreement is hereby replaced in its entirety with the modified Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. The modified Exhibit A – Scope of Services shall supersede any and all prior versions thereof as of July 1, 2020.
5. Exhibit B – Schedule of Rates of the Professional Services Agreement is hereby replaced in its entirety with the modified Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference. The modified Exhibit B – Schedule of Rates shall supersede any and all prior versions thereof as of July 1, 2020.
6. Except as modified herein, the Professional Services Agreement dated May 11, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

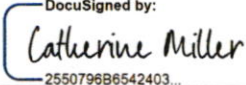
[Signatures on Following Page]


IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

SOHUM HOUSING OPPORTUNITIES:

By: DocuSigned by:

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Date: DS


Name: Catherine Miller

Title: President

By: DocuSigned by:

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Date: DS


Name: Carol Ordonez

Title: Treasurer

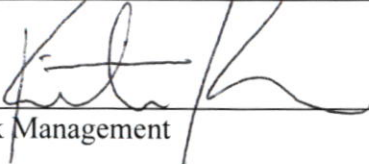
COUNTY OF HUMBOLDT:

By: Connie Beck

Date: 09-04-20

Connie Beck, Director
 Humboldt County Department of Health and Human Services
*(Pursuant to the authority granted by the
 Humboldt county Board of Supervisors
 on March 26, 2020 [Item D-1])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
 Risk Management

Date: 9/4/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
SoHum Housing Opportunities
For Fiscal Years 2019-2020 through 2020-2021

CONTRACTOR will support the Hotel Shelter program that the County of Humboldt and the Office of Emergency Services are extending to the community.

1. Hotel Shelter Program:

CONTRACTOR will facilitate the use of Lone Pine Motel located at 912 Redwood Drive in Garberville California, for shelter during the COVID-19 pandemic to provide non-congregate housing for those with underlying medical conditions considered to be the most vulnerable people.

During the duration of the COVID-19 Health Emergency, CONTRACTOR will:

- Locate individuals on the street, screen them, and if they meet criteria recommend them for entrance to the Hotel Shelter program.
- If a person passes the screening process, CONTRACTOR’s Volunteers will review the rules with them and work with each person to inform them of their responsibilities and the expectations of the program.
- If the person agrees to the terms, begin the process to get them into the hotel.
- All forms will be sent to a designated COUNTY contact prior to telling the individual that they were accepted into the program or to being assigned a room
- DHHS will enter the individuals’ information into the Homeless Management Information System
- Meet the person at the hotel and assist them with the registration and check in process.
- Once in their room, check on each person daily to ensure they are following the rules, are still at the hotel, and to determine if they need to be connected with another service provider.
- If someone needs immediate emergency attention or if there is a safety concern, contact 911 emergency services
- If someone self-identifies experiencing a fever, has a cough, or is experiencing shortness of breath or any other health conditions, call the individual’s primary care provider for triage and advice on how to proceed.
- Ensure that food is provided either by CONTRACTOR volunteer or by another entity that is also providing food to people in need.
 - Work with the Humboldt County Emergency Operations Center (Melody Mallick MMallick@co.humboldt.ca.us and Elaine Hogan EHogan@co.humboldt.ca.us) to receive food from Blue Lake Rancheria for FEMA qualified participants)

CONTRACTOR will coordinate with Affordable Homeless Housing Alternatives (“AHHA”) to bring AHHA’s mobile hygiene services to a location mutually agreed upon in Garberville, California. CONTRACTOR will arrange transportation services with Redwoods Rural Health in order to transport eligible clients in outlying areas to come to Garberville to utilize the mobile hygiene services.

CONTRACTOR will hire staff and that staff will be responsible for:

- If someone needs immediate emergency attention or if there is a safety concern 911 will be called.

- If someone self-identifies experiencing a fever, has a cough, or is experiencing shortness of breath or any other health conditions they will call their primary care provider for triage and advice on how to proceed.
- Connect or refer people to appropriate services to help them meet their needs.
- Help people to connect to community Medical, Behavioral Health or Food Services.
- Help people to apply for Section 8 housing.
- Help people with gathering needed documentation when they are applying for different service programs.

2. DELIVERABLES:

CONTRACTOR will send to COUNTY an itemized invoice detailing all costs and expenses incurred within twenty (20) days of the first of the month during the term of this Agreement.

3. REPORTING REQUIREMENTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

CONTRACTOR will provide to COUNTY daily: the number of persons currently placed in non-congregate housing pursuant to the terms and conditions of this Agreement.

CONTRACTOR will send to COUNTY a report which includes all of the following information within twenty (20) days of the first of the month during the term of this Agreement:

1. The total dollar amount paid to local hotels;
2. The total number of eligible clients served and how many nights services were provided;
3. A copy of a receipt from AHHA indicating expenses incurred;
4. The number of eligible clients who utilized the mobile hygiene services;
5. Any and all costs and expenses incurred in the provision of meals provided to eligible clients; and
6. The total number of meals provided by CONTRACTOR to eligible clients.

4. PLACE OF PERFORMANCE:

All services being provided by the CONTRACTOR will occur in Southern Humboldt area of Humboldt County.

5. COUNTY RESPONSIBILITIES:

COUNTY will reimburse the CONTRACTOR for funds expended up to Eighteen Thousand Six Hundred Sixty-Four Dollars (\$18,664.00) through June 30, 2021.

EXHIBIT B
SCHEDULE OF RATES
 SoHum Housing Opportunities
 For Fiscal Years 2019-2020 through 2020-2021

COUNTY shall reimburse CONTRACTOR for services rendered pursuant to the terms and conditions of this Agreement at the following rates:

		Duration	Totals	Budget Revision	Revised Budget
Insurance		One time cost	\$1,600.00		\$1,600.00
Affordable Homeless Housing Alternatives Showers	\$300 per month	May and June, 2020	\$600.00		\$600.00
Food to help keep people during shelter in place	\$500 per week	Full term	\$3,000.00	\$5,000.00	\$8,000.00
Misc Essentials (shampoo, soap laundry soap, etc.)	\$388 per two weeks	Full term	\$1,164.00		\$1,164.00
Staff Time	\$20 per hour/ 20 hrs per week	9/7/2020 Until 12/31/2020		\$400 per week/x17 weeks \$6,800	\$6,800.00
Workers Comp		One Time cost		\$500.00	\$500.00
Original Total			\$6,364.00	Revised Total	\$18,664.00