

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ARCATA HOUSE PARTNERSHIP
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement dated April 8, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Arcata House Partnership, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR,” is entered into this 8 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, non-communicable 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, Governor Newsom issued Executive Orders N-25-20 and N-33-20 in response to COVID-19 including implementing social distancing measures and stay at home order; and

WHEREAS on March 30, 2020, Humboldt County Health Officer issued a Shelter in Place Order to enable essential services to continue and to slow the spread of COVID-19 to the maximum extent possible; and

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services (“DHHS”) desired to retain a qualified professional to provide supportive services to eligible persons temporarily housed in non-congregate shelter during COVID-19 pandemic; and;

WHEREAS, on April 8, 2020, COUNTY and CONTRACTOR entered into a Professional Services Agreement “Agreement” for the support and care of houseless individuals who are in the vulnerable population for contraction of COVID-19; and

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

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 Four Hundred Eighty-Six Thousand Nine Hundred Forty-Three Dollars (\$486,943.00). 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 itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved, 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
Attention: Financial Services
507 F Street
Eureka, California 95501

3. 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 version of Exhibit A – Scope of Services shall supersede any and all prior versions thereof as of the execution of this First Amendment.
4. 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 version of Exhibit B – Schedule of Rates shall supersede any and all prior versions thereof as of the execution of this First Amendment.
5. Except as modified herein, the Professional Services Agreement dated April 8, 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.

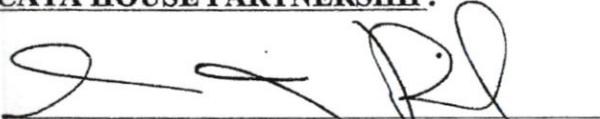
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Amendment 01 as of the first date written above.

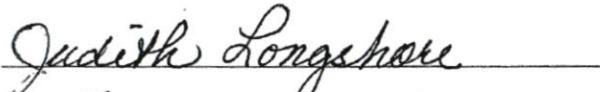
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ARCATA HOUSE PARTNERSHIP:

By: 
Name: Susan J. Riesel
Title: President

Date: 9/4/20

By: 
Name: Judith Longshore
Title: Treasurer

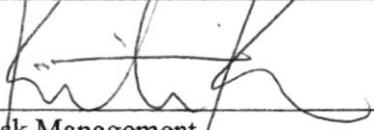
Date: 9-4-20

COUNTY OF HUMBOLDT:

By: Connie Beck
Connie Beck, Director
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])*

Date: 09-08-2020

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/8/2020

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES
Arcata House Partnership
For Fiscal Years 2019-2020 through 2020-2021

CONTRACTOR will support three (3) programs that the County of Humboldt and the Office of Emergency Services are extending to the community. These programs are the Hotel Shelter, Food Delivery, and Trailers Sheltering programs.

Hotel Shelter Program

CONTRACTOR will utilize the “Shelter in Place Sheltering Screening Tool” to screen eligible participants for the Hotel Shelter Program. The Hotel Shelter Program will serve homeless individuals who are in the approved FEMA list of vulnerable categories for COVID-19.

CONTRACTOR will utilize up to thirty-five (35) rooms for the purpose of sheltering vulnerable population. The thirty-five (35) hotel rooms are being secured and paid for by the COUNTY and will only be supported through the extent of Federal Recognition of the COVID-19 Health Emergency.

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, staff 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 them that they were accepted into the program or to being assigned a room
- Enter the individuals’ information into the Homeless Management Information System
- Contact the DHHS-HOME program via telephone for transportation assistance as needed
- Meet the person at the hotel and assist them with the registration and check in process
- Once in their room, check on each person at least 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 is exhibiting symptoms of COVID-19 (experiencing a fever of 100.0, 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. If someone needs immediate emergency attention or if there is a safety concern 911 will be called.
- Ensure that food is available to persons in shelter.
- Staffing support for the hotel will be 24-hours and at least one staff person will be present on the hotel premises during the day
- Engage clients in hotel lodging with housing specialists to set up housing goals to assist clients in seeking permanent housing and connecting them to other services as needed
- Assist with locating and sheltering clients from McKinleyville, California who are eligible for the Hotel Shelter program

Trailers Sheltering

CONTRACTOR will use the disaster trailers for the purposes of sheltering individuals who are at

risk of COVID-19 due to being in a vulnerable population and experiencing homelessness.

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

- Screen individuals to ensure they meet the vulnerable population criteria.
- If a person passes the screening process, staff 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 trailer.
- All forms will be sent to a designated COUNTY contact.
- Enter the individuals' information into the Homeless Management Information System.
- Engage clients at trailer site with housing specialists to set up housing goals to assist clients in seeking permanent housing and connecting them to other services as needed.



High Risk Shelter in Place Rules and Agreement

I agree to stay at: _____ Room Number: _____

This is a temporary shelter opportunity. **YOU ARE NOT A TENANT AND DO NOT HAVE TENANT RIGHTS** as it pertains to this opportunity and program. You are being offered this shelter option to allow you a location to “shelter in place” during the health crisis only. This program and funding for the program may be terminated at any time without notice. You will be **volunteering** to enter the shelter and abide by its rules.

As the purpose of the facility site is to provide shelter and decrease risk from serious illness during the current health crisis, **you must stay** in your assigned room and within the premises of the facility. While staying at the facility, you **must also follow** the guidelines recommended by the Center for Disease Control and Humboldt County Health Officer and orders issued by the Health Officer.

Failure to comply with the following requirements will lead to your removal from the program and be asked to leave the facility immediately:

- Maintaining a distance of 6 feet or more from other people,
- Refraining from having any visitors,
- Refraining from congregating in public spaces,
- Engaging in regular and thorough hand-washing, and
- Remaining in my room except for accessing essential services. (Essential services are defined as medical or social services appointments and food purchase -all with prior approval of hotel staff).

I will also be asked to leave the facility immediately if I put myself or others at risk including but not limited to the following activities:

- Unsafe living environment due to dangerous substances left in the room or on the grounds.
- Drug use in shared spaces or common areas.
- Behaviors such as yelling, aggression, sexual gestures, threats, harassment (of any kind) verbal or physical violence toward anyone.
- Possession of a weapon larger than 2 inches.



DHHS Administration
phone: (707) 441-5400
fax: (707) 441-5412

Mental Health
phone: (707) 268-2990
fax: (707) 476-4049

Public Health
phone: (707) 445-6200
fax: (707) 445-6097

- Smoking (or any tobacco consumption such as chew, e-cigs, etc.) is not allowed inside the facility or room, including the outside shared spaces or common areas, or near any of the entrances.
- Moving or removal of furniture from the room or bringing furniture or other larger items into the room.
- Tampering or Theft of the facility's property. (note: tampering with smoke detector is a felony)

I understand that I have self-identified as an individual with increased risk factors which put me at heightened risk for severe illness during this health crisis. I understand that I have the following responsibilities to protect myself and others at the facility. **I agree to the following:**

_____ I am **NOT A TENANT** and **DO NOT HAVE ANY TENANT'S RIGHTS**. I am being offered this shelter option to allow for a location to "shelter in place" during the health crisis only. This program and funding for the program may be terminated at any time without notice.

_____ I am volunteering to enter the program and facility.

_____ To comply and abide with the program rules and the above requirements and to not participate in the above listed activities.

_____ To comply with the guidelines recommended by the Center for Disease Control and Humboldt County Health Officer and orders issued by the Health Officer.

_____ If I face a medical emergency, staff will call 911 to access medical assistance for me at my expense. I further understand that staff will share the "emergency information" I provided at intake with the responding emergency personnel. This includes paramedics, fire responders, law enforcement, and any other emergency personnel.

_____ I will have a wellness check every day with the facility staff and if I have any flu symptoms (fever, cough, chills, headache, etc.), I will report them to staff immediately.

_____ In an emergency situation, I consent to staff contacting the emergency contact I provided at intake. I may revoke this authorization at any time by submitting a request in writing to the facility staff. Staff will only discuss with my emergency contact information that pertains to the emergency.

_____ The facility staff are not responsible for any of my items or belongings that are lost, stolen, or damaged. I have been advised not to keep valuable items or large amounts of money with me at the facility including in my room.



_____ Facility staff will not be cleaning my room during my stay and that it is my responsibility to place my bedding and towels in a plastic garbage bag outside my door once per week for cleaning. At that time, I will receive clean linens, and I will be responsible for making my bed, cleaning surfaces, and maintaining the cleanliness of my room otherwise. I agree to return all bed linens, pillows, and towels to hotel staff and to leave my room clean when I exit the hotel. I understand that any personal belongings I leave behind will be stored for 7 days then discarded (thrown away). I understand that room checks will be performed daily to ensure the safety and habitability of all rooms, and failure to maintain the habitability of my room

_____ In the event of an emergency, I will evacuate the building/facility, staying at least 6 feet away from all other residents. In case of fire, I will use the clearly marked designated fire exits. Once everyone has reached the assembly site, everyone must report to staff so they can verify that all residents and staff are accounted for.

_____ If I leave the facility/premises for more than 24 hours without prior authorization, I will be exited from the program and my room will be provided to another individual.

_____ I agree to work with a Housing Navigator on a housing plan for when I exit, participating actively to identify longer-term housing solution.

My signature acknowledges I understand that failure to comply with any of the above I will be asked to leave the facility immediately.

Participant Signature

Date

Staff Signature

Date

By my signature below, I _____, acknowledge the information presented in this checklist. I have had the opportunity to speak with a staff member about any concerns or questions I have regarding this information.

Participant Signature

Date

Staff Signature

Date



EXHIBIT B
SCHEDULE OF RATES
Arcata House Partnership
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:

	Calculation		Original Budget	Change (+/-)	Amended Budget
Lead staff	\$22.00/hr	640 hours / add 920 hrs	\$14,080	+19,920	\$34,000
staff	\$20.00/hr	2048 hours / add 6440 hrs	\$40,960	+139,040	\$180,000
Supervision, crisis management and HMIS management	\$27.50/hr	160 hours / add 230 hrs	\$4,400	+7,600	\$12,000
Kitchen assistance	\$16.00 x 35 hrs / wk	560 hours / add 805 hrs	\$9,600	+9,400	\$19,000
Payroll subtotal					\$245,000
Fringe	45%		\$31,068	+79,182	\$110,250
Payroll total			\$100,108	+255,142	\$355,250
Cell phone	\$50 / mo	Add 5 months	\$200.00	+275	\$475
Consumables – food, serving containers etc	Showers for tent lot and laundry for trailer and hotel participants. Food for hotel guests		\$50,400	+12,600	\$63,000
Electricity	Estimate \$150/mo per trailer x 5 months	new expense		+5,250	\$5,250
Water	Estimate	new expense		+4,250	\$4,250
Sewer	Estimate	new expense		+8,000	\$8,000
Insurance	Estimate	new expense		+150	\$150
Electricity installation	One time fee for trailers	new expense		+6,300	\$6,300
Admin at 10%			\$15,071	+29,197	\$44,268
Total			\$165,779	+321,164	\$486,943

Any shift of funds to or from the personnel category must be approved in writing by County. Contractor may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by County.