

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ABODE SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Abode Services, 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 for enabling services on September 14, 2021, for the term of September 15, 2021, through December 31, 2023, in an amount not to exceed \$343,748; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement by one year through December 31, 2024 and increase the amount of the Agreement by \$149,999.71, to an amount not to exceed \$493,747.71.

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, 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 NINETY-THREE THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$493,747.71). 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. All invoices must be approved by the Director of Health Care for the Homeless/ Farmworker Health Program or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

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 September 15, 2021, through December 31, 2024.

3. Original Exhibit A, Exhibit B and Exhibit C are hereby replaced with Revised Exhibit A, (rev. 12/5/23), Revised Exhibit B, (rev. 12/5/23) and Revised Exhibit C, (rev. 12/5/23) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.

4. **All other terms and conditions of the agreement, 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: Abode Services

DocuSigned by:  906AB4EE730040A	12/22/2023	vivian wan
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

Revised Exhibit A (rev. 12/5/23)

In consideration of the payments set forth in Exhibit B, the County of San Mateo Healthcare for the Homeless/Farmworker Health Program (HCH/FH) is contracting with Abode Services (Contractor) to provide medical care coordination to individuals experiencing homelessness during the term of September 15, 2021 to December 31, 2024.

Each Reporting Period shall be defined as follows:

- First Reporting Period: September 15, 2021 – December 31, 2021
- Second Reporting Period: January 1, 2022 – December 31, 2022
- Third Reporting Period: January 1, 2023 – December 31, 2023
- Fourth Reporting Period: January 1, 2024 – December 31, 2024

Contractor shall provide medical care coordination to individuals and their dependents who meet the Health Resources & Services Administration (HRSA) Bureau of Primary Health Care (BPHC) criteria for homelessness. HRSA and BPHC define homelessness as lacking housing, including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations or an individual who is a resident in transitional or permanent supportive housing. This definition applies to adults, children and youth who are newly housed or exiting homelessness into a stable living environment. For the purposes of this agreement, newly housed is defined as an individual or household that has acquired stable housing within 90 days. At least 90% of the clients who will receive Abode services under this contract should be SMMC clients (i.e., new, established or eligible to become established).

Each individual who receives services paid for under this Agreement shall qualify as a unique, unduplicated individual. An unduplicated individual is an individual who has not been previously served for the same service during the same Reporting Period. The Healthcare for the Homeless/Farmworker Health Program (HCH/FH) will monitor the services provided as Contractor invoices for unduplicated individuals.

Each visit reported under this Agreement must meet the HRSA/BPHC visit criteria to be included in the count. HRSA and BPHC define a visit as a documented, individual, face-to-face or virtual contact between a client and a licensed or credentialed provider who exercises independent, professional judgement in providing services.

Countable telehealth visits are those conducted through interactive, synchronous audio and/or video telecommunication systems that permit real-time communication between a patient and a licensed or credentialed provider who exercises independent, professional judgement in providing services. Text or email communication or third-party interactions on behalf of or with a patient do not qualify as telehealth visits under this Agreement.

Goals

Goal 1: To ensure that clients who are transitioning into a stable housing situation, especially those without supportive services, can access or continue to access medical, dental and behavioral health services after exiting homelessness.

Contractor shall provide a range of care coordination services to clients transitioning out of homelessness into stable housing situations so that they can access medical, dental and behavioral health services up to 12 months after moving into housing. Contractor will receive referrals from referring agencies identified by HCH/FH. Referring agencies will contact Contractor when a client is identified that is 1) ready to enter stable housing and 2) who does not have a case manager and could benefit from medical care coordination support. Contractor shall conduct an initial assessment of client healthcare needs once housed. Care coordination services include, but are not limited to, the following:

- Helping clients, in consultation with their medical providers, to develop and adhere to a care management plan;
- Supporting clients in completing referrals (e.g., to OBGYN, BHRS, dental and other specialty services) received by their provider;
- Helping clients establish a medical home (i.e., primary care provider) for those who do not already have one;
- Assisting clients with scheduling and attending healthcare appointments, including delivering appointment reminders and accompanying clients, either in-person or via telehealth, to healthcare appointments;
- Arranging transportation to healthcare appointments;
- Providing non-medical translation;
- Assisting clients with completion and renewal and eligibility benefits. Contractors shall work closely with the Health Coverage Unit to help clients enroll and remain enrolled in health coverage; and
- Providing information on health and community resources to clients.

Goal 2: To reduce or prevent incidence or onset of loneliness, isolation or behavioral health issues during the transition to being housed and up to 12-months after the transition.

For the duration of time that the client receives medical care coordination, Contractor shall assess and refer clients to a peer-to-peer support program for clients that are newly housed to enable clients who have likely been removed from their social support network to establish new social support systems. In addition, Contractor shall provide referrals to Behavioral Health and Recovery Services (BHRS) for clients who need more intensive treatment.

Measurable Outcomes

Outcome 1: Provide care coordination services to a minimum of 15 unique clients in the first reporting period, 75 in the second reporting period and 100 in the third reporting period. In the first 6 months of the agreement, up to 50% of newly housed individuals may be existing Abode clients. Afterwards, 85% of all new clients must be newly referred to Abode.

Outcome 2: All newly housed clients that received care coordination services will attend at least one visit with their primary care provider (PCP) within 12 months after moving into stable housing.

Outcome 3: Sixty percent (60%) of newly housed individuals will have established a medical home, defined as having completed a minimum of two visits with their PCP.

Outcome 4: At least half of newly housed clients that received care coordination services are established with a dentist and/or have at least one visit with the dentist within 12 months after moving into housing.

Outcome 5: All newly housed individuals will maintain connection to existing behavioral support network or will be connected to an appropriate behavioral health support or peer group, as needed.

Outcome 6: No newly housed individuals will lose housing due a health-related issue within 12 months after moving into stable housing. Progress towards meeting the above outcomes will be monitored for clients who transition into stable housing within 12 months of the contract end date.

RESPONSIBILITIES:

The following are the responsibilities and reporting requirements the **Contractor** must fulfill:

1. All demographic information as defined by HCH/FH will be obtained from each client experiencing homelessness receiving contracted services during the term of the Agreement. All visit information as defined by HCH/FH shall be collected for each visit. Demographic and visit data will be submitted to HCH/FH along with a monthly invoice.
2. Monthly invoices and data reports are due to HCH/FH by the 20th day of the following month after services are provided. Contractor shall submit monthly invoices and data reports using templates provided by HCH/FH detailing the services provided during that time period:
 - Number of unduplicated patients
 - Number of visits
 - Demographic information
 - Type of services provided (e.g., care coordination or peer-to-peer support)
3. Maintain documentation to support all expenses associated with contract activity for the duration of the contract and up to one year after the contract termination date.
4. Each client experiencing homelessness who receives services provided under this Agreement shall be provided with a consent form from the Contractor acknowledging that protected health information ("PHI") data will be collected and shared with HCH/FH, SMMC and other County Health divisions.
5. Report any breach of client PHI to HCH/FH as soon as it is known to have occurred.
6. If Contractor charges for services provided in this Agreement, a sliding fee scale policy must be in place and approved by HCH/FH.
7. Participate in quarterly meetings with HCH/FH to achieve each of the following:
 - Ensure Contractor workload is balanced.
 - Troubleshoot any identified issues with client access to medical, dental or behavioral health services.
 - Review performance metrics/outcome measures
 - Provide technical assistance.
8. In collaboration with Contractor, HCH/FH may modify patient and visit count targets based on contractor performance and outcome measures.
9. Report any revenue received from services provided under this contract to HCH/FH on a quarterly basis.
10. Participate in an annual Site Visit to review client records and program operations, to verify accuracy of invoicing and to assess the documentation of client activities and outcome measures. HCH/FH will coordinate with Contractor to accommodate routine

site visits and will provide Contractor a minimum of two weeks' notice for routine site visits.

11. Provide HCH/FH with notice (within 10 calendar days) of staff changes involving services provided under this Agreement, along with a plan on how to ensure continuity of services. HCH/FH shall schedule a meeting with the new staff member soon after onboarding to orient the staff member with the Agreement and HCH/FH.
12. Participate in planning and quality assurance activities related to the HCH/FH program.
13. Participate in HCH/FH Provider Collaborative Meetings and other workgroups.
14. Participate in community activities that address issues surrounding homelessness.
15. Participate in the BPHC Performance Review/Operational Site Visit process.
16. Any printed or published articles or materials related to services provided under this Agreement must contain the following statement: This project/these services is/are/was/were supported by an agreement with the County of San Mateo and the Healthcare for Homeless/Farmworker Health ("HCH/FH") Program of the San Mateo Medical Center ("SMMC"), utilizing funding received from the federal Health Resources and Services Administration ("HRSA") under their Health Center Program authorized under Section 330 of the Public Health Act.

The **HCH/FH Program** is responsible for:

1. Evaluating contractor performance to ensure Contractor is meeting the outcome measurements described above and to communicate patient engagement at SMMC and BHRS back to Contractor.
2. Reviewing and processing monthly invoices.
3. Scheduling monthly meetings with Contractor during the first 3 months of the contract term and quarterly thereafter to review services, outcomes and emerging trends, troubleshoot any issues (i.e., referrals) and provide technical assistance where appropriate.
4. Introducing Abode Services team to referral agencies, shelter providers, San Mateo County Health Coverage Unit and SMMC New Patient Connection Center.
5. Facilitate communication and collaboration between Contractor and project partners.

Revised Exhibit B
(rev. 12/5/23)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following payment schedule and terms: County shall not be obligated to pay more than the amounts listed below for each cost category (i.e., Staffing, Client Assistance and Supplies, Operating Expenses and Administrative Expenses) required under this agreement.

The total amount payable under this agreement shall not exceed FOUR HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$493,747.71).

Budget Cost Category	CY 2023 Original	Updated CY 2023 (12/04/2023)	CY 2024
Staffing			
Program Manager	\$ 19,000.00	\$ 22,928.00	\$ 31,232.79
Wellness Specialist	\$ 52,000.00	\$ 72,000.00	\$ 64,766.40
Fringe benefits	\$ 19,170.00	\$ 23,507.00	\$ 27,703.87
Subtotal Staffing	\$ 90,170.00	\$ 118,435.00	\$ 123,703.07
Client Assistance + Supplies			
Professional Services - Clinician	\$ 5,715.00	\$ 1,000.00	\$ -
Client Program supplies	\$ 10,462.00	\$ 3,000.00	\$ 4,000.00
Subtotal Client Assistance + Supplies	\$ 16,177.00	\$ 4,000.00	\$ 4,000.00
Operating Expenses			
Telephone	\$ 2,928.00	\$ 2,928.00	\$ 1,827.00
Travel/Mileage	\$ 10,248.00	\$ 2,500.00	\$ 982.00
Staff Development/Training	\$ 2,330.00	\$ 1,500.00	\$ 250.00
Office Supplies	\$ 3,840.00	\$ 2,000.00	\$ 2,000.00
Computer/IT	\$ 3,830.00	\$ 2,000.00	\$ 1,600.00
Rent/Office Space	\$ 6,840.00	\$ 3,000.00	\$ 2,000.00
Subtotal Operating Expenses	\$ 30,016.00	\$ 13,928.00	\$ 8,659.00
Administrative Expenses			
Administration/Overhead	\$ 13,636.30	\$ 13,636.30	\$ 13,637.24
Subtotal Administrative Expenses	\$ 13,636.30	\$ 13,636.30	\$ 13,637.24
TOTAL	\$ 149,999.30	\$ 149,999.30	\$ 149,999.30

Contractor will invoice the HCH/FH program by the 20th day of the month after each month that services were rendered with actual expenditures related to hours of staffing provided under the contract, client assistance, operations and administration. Contractor may not use contract funds to purchase gift cards, food, or vouchers for clients. In addition to the invoice, the Contractor will submit a data report with the number of unduplicated individuals seen and number of visits completed in the prior month. Payment is contingent on Contractor performing required duties and achieving desired outcomes as described in Exhibit A. Pending contractor performance and funding availability, HCH/FH may consider incorporating a cost-of-living increase to staffing costs for Calendar Year 2023 and Calendar Year 2024.

Revised Exhibit C
(rev. 12/5/23)
Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

Contractor will submit monthly data reports with number of clients served, visits completion, and health insurance application assists/completions and number of completed referrals. Quarterly meetings will enable HCH/FH and Contractor to trouble shoot any issues that may arise. It is expected that the Contractor meets the following minimum standards:

Performance Metric	Sep 1, 2021 – Dec 31, 2021	Calendar Year (CY) 2022	Calendar Year (CY) 2023	Calendar Year (CY) 2024
Number of unduplicated individuals experiencing homelessness that receive care coordination services.	15	75	100	100
Number of unduplicated individuals experiencing homelessness that attend 1 medical appointment within 12 months of entering stable housing.	n/a	50	80	80
Number of unduplicated individuals experiencing homelessness that attend 1 dental care appointment within 12 months of entering stable. Housing.	n/a	25	40	40