

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STARVISTA**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and StarVista, 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 substance abuse outreach, assessment, case management and brief therapeutic services on March 12, 2019, for the term of January 1, 2019, through December 31, 2020, in an amount not to exceed \$330,000; and

WHEREAS, the parties amended the Agreement on August 20, 2020 to modify the scope of services under the Agreement to better align with the current service needs, with no changes to the Agreement's fiscal provisions; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by 6 months, through June 30, 2021, and increase the maximum amount payable by \$96,250, to an amount not to exceed \$426,250.

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 TWENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$426,250). 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 Program Manager of the Health Care for Homeless/ Farmworker Health Program or their designee and paid within 30 days of receipt of the invoice. 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 January 1, 2019, through June 30, 2021.

3. Revised Exhibit A, (rev. 6/16/20) and Revised Exhibit B, (rev. 6/16/20) are hereby replaced with Revised Exhibit A, (rev. 8/21/20) and Revised Exhibit B, (rev. 8/21/20) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the Agreement dated March 21, 2019, 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: StarVista

Sara Larrios Mitchell

Contractor Signature

9/25/2020

Date

Sara Larrios Mitchell

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. 8/21/20)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Each reporting period shall be defined as one (1) calendar year running from January 1st through December 31st, unless specified otherwise in this Agreement. The first reporting period is January 1, 2019 – December 31, 2019. The second reporting period is January 1, 2020 – December 31, 2020. The third reporting period is January 1, 2021 – June 30, 2021.

Contractor shall provide the following services for each reporting period.

The County of San Mateo is contracting with StarVista for expansion of outreach and engagement services, including engagement to Medication Assisted Treatment (MAT) services for adult homeless and/or farmworker clients, and expansion of outreach and substance abuse and mental health services for homeless and/or farmworker youth (under 21 years of age) clients. Both services shall include intake of client information and assessment of clients' needs, development of potential care plan, warm handoffs whenever possible, transportation to services, training in evidence-based practices for program staff, and therapeutic services. A unique unduplicated individual is one who have not been previously served and invoiced for during each reporting period. The individuals served under this Agreement must meet the Bureau of Primary Health Care's (BPHC) definition as a homeless or migrant seasonal farmworker individual.

The services to be provided by Contractor will be implemented as measured by the following objectives and outcome measures:

OBJECTIVE 1: Contractor shall employ a minimum of one additional FTE by April 1, 2019 dedicated to the fulfilling of the service requirements of this agreement.

OBJECTIVE 1.1: Contractor shall provide training on County approved evidence-based strategies to staff delivering services under this Agreement.

OBJECTIVE 2: Engage in expanded and increased outreach activities leveraging existing StarVista AOD services primarily provided through First Chance's Sobering Station and provide initial assessments, healthcare planning and on-going **care coordination/case management** services to a minimum of **150** unique unduplicated homeless or farmworker individuals during the first two reporting periods and 145 unique unduplicated homeless or farmworker individuals in the third reporting period in order to better access substance abuse (including MAT services), mental health and primary care services as needed. At least 90% of the individuals engaged will have a potential care plan developed.

OBJECTIVE 2.1: Provide brief therapeutic services of 1 to 3 sessions to a minimum of 75 individuals in CY 2019, 205 in CY 2020 and 145 from January to June 2021.

OBJECTIVE 2.2: Of the individuals engaged, provide access and transportation to MAT services for a minimum of 15 of these individuals each reporting period.

OBJECTIVE 2.3: Of the individuals engaged, provide a referral to appropriate substance abuse and/or mental health services, including MAT services to 100% of these individuals each reporting period.

OBJECTIVE 2.4: Of the individuals engaged, determine the establishment of their medical home and provide referrals to an appropriate SMMC Primary Care Clinic for those without an established medical home.

OBJECTIVE 3: Engage in expanded and increased mental health and substance abuse services to homeless and farmworker youths and young adults, primarily provided through StarVista's Daybreak and Your House South programs, including assessment of needs for mental health, substance abuse, medical and supportive (enabling) services, including ongoing care/coordination/case management and transportation, for a minimum of 75 unique unduplicated individuals aged 12 to 21 in the first reporting period, 35 in the second reporting period, and 10 in the third reporting period in order to better access mental health, substance abuse and medical services. At least 90% of the individuals engaged will have an agreed upon care plan developed.

OBJECTIVE 3.1: Of the individuals engaged, provide therapeutic services to a minimum of 25 unique individuals in the first two reporting periods and 10 in the third reporting period.

OBJECTIVE 3.2: Of the individuals engaged, provide access and transportation to identified mental health, substance abuse and/or medical services for a minimum of 300 transportation trips (one-way) in the first two reporting periods and 50 trips in the third reporting period.

OBJECTIVE 3.3: Of the individuals engaged, determine the establishment of their medical home and provide referrals to an appropriate SMMC Primary Care Clinic for those without an established medical home.

Care Coordinator/Case Management definition- Acts as a liaison between the target population patient and health care organizations. They offer support by providing some or all of the following: information on health and community resources, coordinating transportation, making appointments, delivering appointment reminders, tracking whether appointments are kept, and accompanying people at appointments; helping clients and providers develop a care management plan and assisting clients in adhering to the plan.

Each care coordination encounter must meet BPHC visit criteria to be included in the count. Such criteria, as they may be amended from time to time, are incorporated by reference into this Agreement. BPHC presently defines an enabling service encounter as an encounter between a service provider and a patient during which services are provided that assist patients in the management of their health needs, including patient needs assessments, the establishment of service plans, the maintenance of referral, tracking, and follow-up systems, and the provision of support services in accessing health care. These encounters must be conducted in person or via telehealth with the patient.

Telehealth visit definition – Countable telehealth visits are 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 are not counted visits. Telehealth visits must be similar in nature as in person visits, documented appropriately and in compliance with HIPAA/PHI rules.

RESPONSIBILITIES:

The following are the contracted reporting requirements that Contractor must fulfill:

All demographic information as defined by the HCH/FH Program will be obtained from each homeless or farmworker individual receiving contract services from Contractor during the term of the Agreement. All encounter information as defined by the HCH/FH Program shall be collected for each encounter. Demographic and encounter data will be submitted to the HCH/FH Program with the monthly invoice. **This may include data for homeless or farmworker individuals for whom the Contractor is not reimbursed.** Homeless and farmworker status shall be as defined by BPHC.

If Contractor charges for services provided in this contract, a **sliding fee scale policy** must be in place and approved by the HCH/FH Program.

Any **revenue** received from services provided under this contract must be reported.

Site visits will occur at least annually, to review patient records and program operations, to verify the accuracy of invoicing and to assess the documentation of client activities/outcome measures. The HCH/FH Program will work with Contractor to try and accommodate scheduling for routine site visits and will provide Contractor with a minimum notice of two (2) weeks for routine site visits, regardless. If the HCH/FH Program has identified issues, such as, but not limited to:

- a. Lack of timely reporting, especially repeatedly
- b. Multiple invoicing errors: billings for duplicates; spreadsheet and invoice don't match; etc.
- c. Ongoing difficulties in scheduling routine site visits
- d. Complaints or reports that raise concerning issues; etc.,

The HCH/FH Program will advise Contractor of the issue and provide notice to the Contractor of the possibility to perform an unannounced site visit.

Reporting requirements- Monthly and quarterly submission of invoices and reports are required via template supplied to Contractor. If the program pursues a cloud-based data depository (data base) for monthly and quarterly data, Contractor will be required to upload/submit data into data base.

A monthly invoice detailing the number of new unduplicated individuals served in the previous month and the total encounters provided to all individuals in this same time period will be submitted to the HCH/FH Program by the 10th day of the following month. Invoices shall be sufficiently detailed to allow for tracking an individual to their provided demographic data.

Quarterly reports providing an update on the contractual goals, objectives, and outcome measures shall be submitted no later than the 15th day of the month following the completion of each calendar quarter throughout the contract.

Contractor will report any breach of client protected health information to County as soon as it is known to have occurred.

If Contractor observes routine and/or ongoing **problems in accessing medical or dental care services within SMMC**, Contractor shall track and document problematic occurrences and submit this information to designated HCH/FH staff for follow up.

Contractor will provide County with notice (within 10 calendar days) of staff changes involving services provided under this Agreement, and a plan on how to ensure continuity of services.

Contractor will facilitate HCH/FH staff meeting with new staff members soon after they have started to orient them with the Agreement and program, including contracting and related staff.

Participate in planning and quality assurance activities related to the HCH/FH Program.

Participate in HCH/FH Provider Collaborative Meetings and other workgroups.

Participate in community activities that address homeless and farmworker issues (i.e., Homeless One Day Count, Homeless Project Connect, etc.).

Provide active involvement in the BPHC Office of Performance Review Process.

Any and all printed or published articles or materials related to services under this agreement must contain the following mention: "This project/these services is/are/was/were supported by the County of San Mateo and the Health Care for the Homeless/Farmworker Health (HCH/FH) Program of the San Mateo Medical Center (SMMC), utilizing funding received by the HCH/FH Program from the federal Health Resources and Services Administration (HRSA) under their Health Center Program authorized under Section 330 of the Public Health Act.

Revised Exhibit B

(rev. 8/21/20)

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 fee schedule and terms:

County shall pay Contractor a single payment of \$10,000 upon invoice for the completion of employing a minimum of one (1) additional FTE dedicated to the completion of services under this Agreement. Employment must occur prior to April 1, 2019 to be eligible for this payment.

County shall pay Contractor at a rate of \$350.00 for each unduplicated homeless or farmworker individual invoiced for outreach, engagement and assessment services up to the maximum of 150 individuals during the first two reporting periods and 145 in the third reporting period, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$200.00 for each unduplicated homeless or farmworker individual invoiced for brief therapeutic services up to the maximum of 75 individuals in the first reporting period, 205 individuals in the second reporting period and 145 in the third reporting period, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$650.00 for each unduplicated homeless or farmworker individual invoiced for delivery of assessment and care coordination/case management services for youth and young adult clients engaged through the Daybreak and Your House South programs, up to the maximum of 75 individuals in the first reporting period, 35 in the second reporting period and 10 in the third reporting period, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$750.00 for each unduplicated homeless or farmworker individual invoiced for therapeutic services for youth and young adults up to the maximum of 25 individuals during the first two reporting periods and 10 in the third reporting period, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor a single payment of \$20,000 upon invoice for the completion of County approved training on evidence-based strategies for staff engaged in delivering services under this Agreement as well as additional Contractor staff as space may be available, A separate training event spreadsheet will be provided on completion of the training. Contractor may also include non-Contractor employees in the training on a space available basis with County approval. Training must be completed and invoiced prior to November 30, 2019.

County shall pay Contractor at a rate \$50.00 per unduplicated one-way trip for homeless or farmworker individuals invoiced during each reporting period for the delivery of transportation services, up to a maximum of 300 trips during the first two reporting periods and 50 trips in the third reporting period. A separate transportation encounter spreadsheet will also be provided monthly.

Contractor will invoice the HCH/FH Program by the 10th day of the month after rendered services with the number of homeless individuals and encounters for the previous month.

Budget Overview

Calendar Year 2019 – First reporting period

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated between Adult and Youth/Young Adult Services	Adult Outreach & Engagement	150 patients	\$350/patient
	Adult Brief Therapeutic Services	75 patients	\$200/patient
	Youth/Young Adult Assessment & Care Coordination/Case Management	75 patients	\$650/patient
	Youth/Young Adult Therapeutic Services	25 patients	\$750/patient
Can be invoiced in addition to other services	Transportation	300 trips	\$50/trip
One-time payment	Staff addition of a minimum of one (1) FTE	1	\$10,000
One-time payment	Delivery of staff training on Evidence-Based strategies	1	\$20,000

Calendar Year 2020- Second reporting period

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated between Adult and Youth/Young Adult Services	Adult Outreach & Engagement	150 patients	\$350/patient
	Adult Brief Therapeutic Services	205 patients	\$200/patient
	Youth/Young Adult Assessment & Care Coordination/Case Management	35 patients	\$650/patient
	Youth/Young Adult Therapeutic Services	25 patients	\$750/patient
Can be invoiced in addition to other services	Transportation	300 trips	\$50/trip

January 1, 2021 – June 30, 2021 - Third reporting period

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated between Adult and Youth/Young Adult Services	Adult Outreach & Engagement	145 patients	\$350/patient
	Adult Brief Therapeutic Services	145 patients	\$200/patient
	Youth/Young Adult Assessment & Care Coordination/Case Management	10 patients	\$650/patient
	Youth/Young Adult Therapeutic Services	10 patients	\$750/patient
Can be invoiced in addition to other services	Transportation	50 trips	\$50/trip