

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this 8th day of December 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mental Health Association, hereinafter called "Contractor";

W I T N E S S E I 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, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on August 10, 2020 in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for the case management services and assistance in eliminating barriers for individuals who are required to self-isolate and quarantine due to COVID-19 for an amount not to exceed \$489,183 (Agreement No. 80511-FY21-D090, also referenced herein as the "Agreement"); and

WHEREAS, on September 15, 2020 the parties amended the agreement for case management services and assistance in eliminating barriers for individuals who are required to self-isolate and quarantine due to COVID-19 to increase the total amount not to exceed \$872,322 and extend the term through December 31, 2020 (the "First Amendment"); and

WHEREAS, the parties now wish to further amend the Agreement to increase the not to exceed amount by \$1,963,953 to an amount not to exceed \$2,836,381, amend the scope of services, and extend the term through June 30, 2021, the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by reference:

Exhibit A2 (rev. December 8, 2020)—Services
Exhibit B2 (rev. December 8, 2020)—Payments and Rates
Attachment E—Emergency Agreement Requirements
Attachment H—HIPAA Business Associate Requirements

2. Section 3 - Payments is amended and restated in its entirety 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 A2 (rev. December 8, 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2 (rev. December 8, 2020). 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 TWO MILLION EIGHT-HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED AND EIGHTY-ONE DOLLARS AND ZERO CENTS (\$2,836,381). 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, or credit a portion of such advance payments to the County, as set forth in Exhibit B2. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 – Term is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 15, 2020, through June 30, 2021.

4. Original Exhibit A is replaced with Exhibit A2 (rev. December 8, 2020), attached hereto.
5. Original Exhibit B is replaced with Exhibit B2 (rev. December 8, 2020), attached hereto.
6. All other terms and conditions of Agreement No. 80511-F21-D090 dated August 10, 2020 between the County and Contractor, as amended by the First Amendment dated September 15, 2020, shall remain in full force and effect.
7. This Second Amendment, including the revised Exhibits A2 (rev. December 8, 2020) and B2 (rev. December 8, 2020) attached hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Mental Health Association

Melissa Platte
Contractor Signature

11/20/2020
Date

Melissa Platte
Contractor Name (please print)

COUNTY OF SAN MATEO

County Signature

Date

County Name, Title (please print)

Exhibit A2 (rev. December 8, 2020)

In consideration of the payments set forth in Exhibit B2 (rev. December 8, 2020), Contractor shall provide the following services:

Case management services to individuals identified by San Mateo County Health-Public Health Policy and Planning (PHPP) to eliminate barriers to successful isolation and quarantine as required by local Health Officer orders. The population includes individuals who may successfully isolate or quarantine in their own homes if certain barriers are removed, as well as a group whose ability to isolate or quarantine requires placement in hotels during the COVID-19 emergency. In addition to providing information and assistance to individuals identified by PHPP and referrals to necessary services, Contractor will make certain purchases using a fund for this purpose to remove barriers to isolation or quarantine.

Specifically, Contractor will perform the following services:

1. Coordinate with Public Health management in the development of a workflow that assigns individuals identified by Public Health to Contractor for additional support to enable their isolation/quarantine.
2. Coordinate with Public Health management regarding the procedure for closing cases and reporting information back to Public Health regarding services that were provided.
3. Provide case management services to individual clients referred by Public Health to identify gaps to their ability to self-isolate and work to resolve these gaps including but not limited to assessing needs, making a plan for care of dependents, arranging for provision of food and other necessities, obtaining supplies, assessing eligibility for financial support, assisting with referrals to community programs, and referring if needed for placement in hotel if other isolation housing cannot be identified. Anticipate and plan for any support needs required to enable timely discharge back to home at the end of the isolation/quarantine period. Contractor will directly pay for needed assistance provided to clients and bill County to obtain reimbursement for the actual cost of such assistance, which is subject to the limitations on the County's fiscal obligation under this Agreement. Contractor will maintain adequate staffing to ensure timely services to clients.
4. These services will be provided 7 days a week on a schedule that substantially overlaps with the PHPP schedule between 8 a.m. and 6:30 p.m. to allow for coordination and problem-solving. The expectation is that most cases will be contacted within three days of receipt of referral.
5. Contractor will manage a fund for purchases made by case managers on behalf of clients and provide monthly accounting of these purchases to the County. The documentation should consist of the spreadsheet with the client's name or unique numeric client identifier, amount of assistance provided with description of the purchase. Costs should be reasonable as defined below. Documentation should be marked in a manner to indicate that it contains confidential HIPAA protected information to prevent inadvertent disclosures. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. See section 2 CFR § 200.404.
6. Refer individuals to existing financial resources they may be eligible for including, but not limited to, the SMC Immigrant Relief Fund. Monthly reporting should delineate direct client expenses by category, so that County can determine which costs are eligible and non-eligible for CARES and/or FEMA funding.

7. Most case management services will terminate upon successful isolation or quarantine of the client but there may be a small subset of clients whose isolation or quarantine will require continued support to coordinate access to food, pick up of medications or other services they may need to ensure their overall safety and physical well-being.
8. Provide PHPP regular updates regarding services performed and work with County to resolve any service-related issues.
9. Comply with all confidentiality requirements surrounding client information.
10. Ensure welcoming approach for clients, including employing a person-centered, culturally competent, harm reduction, trauma informed approach to services.

Reporting

1. Contractor shall use the RedCap system to manage referrals and document services provided. County will monitor performance using the RedCap system and through regular meetings with Contractor.
2. Contractor to supply monthly invoice as detailed in Exhibit B2
3. Contractor will submit any additional required reporting and documentation as requested by the County.

All reports will be submitted to PHPP Program Manager Lucinda Dei Rossi,
ldei-rossi@smcgov.org

In addition to the foregoing services by Contractor, the Contractor acknowledges that:

Agreements with the hotels, food service, laundry, transportation service will be provided by the County of San Mateo.

Personal Protective Equipment (masks and gloves) if needed for staff and clients will be provided by County of San Mateo

Exhibit B2 (rev. December 8, 2020)

In consideration of the services provided by Contractor described in Exhibit A2 (rev. December 8, 2020) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will submit a detailed invoice packet to the County on a monthly basis which must include:

- Cover invoice to County;
- Invoice back-up delineating monthly categories of cost expenditures
- Certified timesheets for Contractor staff time invoiced;
- Back-up for equipment purchased such as laptops and cell phones that associates each purchase to individual staff members;
- List of partially redacted client names listed as first name, last initial (or unique numeric client identifier) plus dollar amount and category of service received

For the period of August 15, 2020 through November 30, 2020, Contractor will invoice for actual costs and will submit monthly invoices within 5 days of the close of the month.

For the months of December 2020 through June 2021, Contractor may submit an invoice to the County in the amount of \$270,131 (the average monthly budget of this contract) as an advance payment for such months. Within 10 business days of the end of each month, Contractor must submit a reconciliation of actual costs for that month, including a credit to County on the following month's invoice if actual costs were lower than \$270,131, or a supplemental invoice if actual costs were higher than \$270,131. In addition, in the event that Contractor's expenses increased due to a documented increase in COVID-19 referrals and associated services, and the County reasonably determines based upon referral data that such referrals are likely to remain at such increased levels, the County may advance additional payments to Contractor based on agreed upon estimated increased ongoing expenses. Within 10 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's fiscal obligation under this Agreement exceed TWO MILLION EIGHT-HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED AND EIGHTY-ONE DOLLARS AND ZERO CENTS (\$2,836,381).

The following is an estimated budget for services. Actual costs billed may exceed individual line items as long as the total amount of the contract (\$2,836,381) is not exceeded.

Line Item	Total Budget 8/15/20-6/30/21	Average Monthly Budget
Case Manager staff costs (wages & benefits)	\$349,512	\$33,287
Cell Phones and Service for Staff	\$3,240	\$309
Laptop computers for Staff (5)	\$5,000	\$476
IT set up and assistance	\$8,000	\$762
Phone Hot Spot Service	\$4,050	\$386
Staff essential supplies	\$1,100	\$105
Staff Travel Reimbursement	\$3,150	\$300
Staff Office Supplies	\$2,450	\$233
Portable printer (4) One-Time	\$1,000	\$95
Portable scanner (4) One-Time	\$1,000	\$95
Program coordination/management oversight (management staff costs)	\$78,439	\$7,470
Bookkeeping	\$14,400	\$1,371

Line Item	Total Budget 8/15/20-6/30/21	Average Monthly Budget
Direct Client Assistance	\$2,084,199	\$198,495
Sub-Total	\$2,555,540	\$243,385
Administration	\$280,841	\$26,747
Total	\$2,836,381	\$270,131