

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PUENTE DE LA COSTA SUR**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Puente de la Costa Sur, 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 May 22, 2018, for the term of January 1, 2018, through December 31, 2018, in an amount not to exceed \$183,500; and

WHEREAS, on April 9, 2019, the parties amended the Agreement to extend the term by two years, through December 31, 2020, and to increase the amount payable by \$367,000 to an amount not to exceed \$550,500; and

WHEREAS, the parties wish to amend the Agreement to further extend the term of the Agreement by six months, through June 30, 2021, and increase the amount payable by \$123,250, to an amount not to exceed \$673,750.

**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 work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$673,750). 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 and 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, 2018, through June 30, 2021.

3. Revised Exhibit A, (rev. 11/5/18) and Revised Exhibit B (rev. 11/5/18) are each hereby replaced with Revised Exhibit A, (rev. 8/20/20) and Revised Exhibit B (rev. 8/20/20) 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 May 22, 2018, 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: PUENTE DE LA COSTA SUR

Rita Mancera      10/1/2020      Rita Mancera  
Contractor Signature      Date      Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Revised Exhibit A

(rev. 8/20/20)

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 1<sup>st</sup> through December 31<sup>st</sup>, unless specified otherwise in this agreement. The First Reporting Period is January 1, 2018 – December 31, 2018. The Second Reporting Period is January 1, 2019 – December 31, 2019. The Third Reporting Period is January 1, 2020 – December 31, 2020. The Fourth Reporting Period is January 1, 2021 – June 30, 2021.

Contractor shall provide the following services for each reporting period:

Contractor shall provide a full range of health care enabling services to farmworker individuals, centered on care coordination and eligibility assistance. Contractor will provide care coordination, including outreach, patient and community education, transportation, follow-up, translation services, and referral services and ongoing support to improve client access to San Mateo County Health System primary medical services and HCH/FH Program contractors, to at least 200 unduplicated farmworker individuals in each of the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period). In the Fourth Reporting Period, Contractor shall provide these services to 120 farmworkers. The individuals served under this Agreement must meet Bureau of Primary Health Care (BPHC) criteria for Migratory and Seasonal Agricultural Workers. A “unique unduplicated” or “unduplicated” individual is one who has not been previously served and invoiced for that service during the specified reporting period. Contractor shall assist a minimum of 170 unduplicated farmworker individuals in the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period) and a minimum of 125 farmworkers in the Fourth Reporting Period with eligibility assistance for Covered California, Medi-Cal, the San Mateo County Access and Care for Everyone (ACE) program, or other health insurance/coverage programs as appropriate.

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

**OBJECTIVE 1:** Provide initial assessments and on-going care coordination services to a minimum of 180 unduplicated farmworker individuals in each of the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period) and a minimum of 100 farmworkers in the Fourth Reporting Period to engage and maintain participation in health programs in order to better access health services through the San Mateo County Health System and HCH/FH Program contractors. A minimum of 360 on-going care coordination encounters will be provided to these 180 individuals in each of the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period).

Care Coordinator/Manager definition- Contractor will act as a liaison between the target population patient and health care organizations. Contractor will 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; help clients and providers develop a care management plan and assist clients to adhere 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 services 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 under this Agreement are conducted through interactive, synchronous audio and/or video telecommunication systems that permit real-time communication between a patient and a 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. Telehealth visits must be similar in nature as in person visits, documented appropriately and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other legal requirements for collection, use and disclosure of medical information.

**Outcome Measure 1.A:** At least 180 of the farmworker individuals served will receive care coordination services during the first three reporting periods (the First Reporting Period, Second Reporting Period, and Third Reporting Period). In the Fourth Reporting Period, at least 100 farmworkers served will receive care coordination services. Care coordination shall include outreach, patient and community education, transportation, follow-up, translation services, and referral services and ongoing support to improve client access to San Mateo County Health System primary medical services

**Outcome Measure 1.B:** At least 25 farmworker individuals will be provided with transportation and translation services necessary to access medical, dental, and/or behavioral health services during the reporting period.

**Outcome Measure 1.C:** At least 90% of the farmworker individuals served will receive an individualized care plan.

**OBJECTIVE 2: Intensive Care Coordination-** In addition to the farmworker individuals receiving care coordination services, Contractor shall assist at least 20 new (client has not been seen for primary care in the past two years) unduplicated farmworker individuals each reporting period to engage and maintain participation in health programs and the health care system in order to better access primary medical services through the San Mateo County Health System and HCH/FH Program contractors. These individuals will receive intensive and ongoing care coordination services as appropriate. A minimum of 60 ongoing encounters will be provided to these 20 individuals.

**Outcome Measure 2.A:** At least 10 farmworker individuals receiving intensive case coordination services during the reporting period will be provided with transportation and translation services necessary to access medical, dental, and/or behavioral health services.

**Outcome Measure 2.B:** At least 90% of the 20 farmworker individuals will receive an individualized care plan.

**OBJECTIVE 3:** To improve access to health care by providing eligibility assistance to farmworker individuals to apply or renew for appropriate health insurance coverage plans.

**Outcome 3.A:** All (100%) farmworkers engaged by Contractor during the reporting periods will be screened for health insurance/coverage eligibility. At least 170 farmworker individuals will complete a submission for coverage through Covered California, the Medi-Cal Program or the Access to Care for Everyone (ACE) Program, etc. as appropriate, during the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period) and at least 125 farmworkers in the Fourth Reporting Period.

#### **RESPONSIBILITIES:**

All demographic information as defined by the HCH/FH Program will be obtained from each farmworker individual receiving enabling services from Contractor during the reporting periods. 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 farmworker individuals for whom the Contractor is not reimbursed. The Contractor will also assess and report each individual's homeless status as defined by BPHC.

If there are charges for services provided in this contract, a sliding fee scale policy must be in place.

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

Site visits will occur at a minimum on an annual basis to review patient records and verify accurate invoicing as well as clear documentation of client activities/outcome measures. Program will try to accommodate contractors with advance notice of visits, but visits may also occur unannounced.

**Reporting requirements-** monthly and quarterly submission of invoices and reports are required via template supplied to contracts. 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 farmworker individuals in this same time period will be submitted to the HCH/FH Program by the 10<sup>th</sup> 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 15<sup>th</sup> of the month following the completion of each calendar quarter throughout the contract.

Contractor will report to HCH/FH any breach of patient protected health information 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, tracking and documenting occurrences are required with submission to designated HCH/FH staff for follow up.

In response to staff turnover, the County requires notice (within 10 days) of staff changes involving services provided under this Agreement and a plan on how to move forward to resolve the issue. HCH/FH staff will also arrange to meet with new staff members soon after they have started to orient them with the contract 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 County and community activities that address farmworker issues.

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



**Revised Exhibit B**  
(rev. 8/20/20)

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

Payment is limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$500.00 for each unduplicated farmworker individual invoiced, per reporting period, for delivery of care coordination services, including transportation, and translation services, up to the maximum of 180 unduplicated individual during each of the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period). For the Fourth Reporting Period, the maximum number is 100 unduplicated individuals.

County shall pay Contractor at a rate of \$850.00 for each unduplicated farmworker individual invoiced per reporting period for delivery of intensive care coordination services for "new" clients as defined in Exhibit A, up to the maximum of 20 per reporting period, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate \$450.00 per unduplicated farmworker individual invoiced for completing the enrollment process for Covered California, Medi-CAL or the ACE program as appropriate, up to a maximum of 170 unduplicated farmworker individuals during each of the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period). For the Fourth Reporting Period, the maximum number of unduplicated farmworker individuals is 125.

Contractor will invoice the HCH/FH Program by the 10<sup>th</sup> of month after rendered services with the number of farmworker individuals and encounters for the previous month. Invoices will be approved by the Health Care for the Homeless/Farmworker Health Program Director or their designee.

**Budget Overview**

**2018 Reporting Period**

	<b>Service</b>	<b>Unduplicated Maximum</b>	<b>Payment per Unit</b>
Must be unduplicated across all two categories and invoiced only once in one category	Care Coordination	180 patients	\$500
	Intensive Care Coordination	20 patients	\$850
Can be invoiced in addition to any care coordination	Health Coverage	170 patients	\$450
<b>Total</b>			<b>\$183,500</b>

**2019 Reporting Period**

	<b>Service</b>	<b>Unduplicated Maximum</b>	<b>Payment per Unit</b>
Must be unduplicated across all	Care Coordination	180 patients	\$500



two categories and invoiced only once in one category	Intensive Care Coordination	20 patients	\$850
Can be invoiced in addition to any care coordination	Health Coverage	170 patients	\$450
<b>Total</b>			<b>\$183,500</b>

**2020 Reporting Period**

	<b>Service</b>	<b>Unduplicated Maximum</b>	<b>Payment per Unit</b>
Must be unduplicated across all two categories and invoiced only once in one category	Care Coordination	180 patients	\$500
	Intensive Care Coordination	20 patients	\$850
Can be invoiced in addition to any care coordination	Health Coverage	170 patients	\$450
<b>Total</b>			<b>\$183,500</b>

**2021 Reporting Period**

	<b>Service</b>	<b>Unduplicated Maximum</b>	<b>Payment per Unit</b>
Must be unduplicated across all two categories and invoiced only once in one category	Care Coordination	100 patients	\$500
	Intensive Care Coordination	20 patients	\$850
Can be invoiced in addition to any care coordination	Health Coverage	125 patients	\$450
<b>Total</b>			<b>\$123,250</b>