

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

THIS SECOND AMENDMENT TO THE AGREEMENT, entered this 25th day of January 2022 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves 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 (Resolution #77550) for community health outreach services on July 1, 2020; and

WHEREAS, the parties amended the Agreement (Resolution #078257) on June 29, 2020 to increase the fiscal obligation by \$103,000 to an amount not to exceed \$309,770, extend the term through December 31, 2021 and to incorporate emergency response provisions; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2022, increase the fiscal obligation by \$103,000 to an amount not to exceed \$412,770 and to correct label the title to the First Amendment which was inadvertently labelled the Second Amendment;

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

1. Section 1 Exhibits and Attachments, of the Agreement is amended to read as follows:

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

Exhibit A2 – Services

Exhibit B2– Payments and Rates

Attachment H – HIPAA Business Associate Requirements

Attachment I – § 504 Compliance

2. 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 AND TWELVE THOUSAND, SEVEN HUNDRED AND SEVENTY DOLLARS (\$412,770). 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.

3. 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 July 1, 2020 through June 30, 2022.

4. The title to the Amendment (Resolution #078257) is amended to be labelled as the First Amendment.
5. Exhibit A is replaced with Exhibit A2 (rev. December 14, 2021) attached hereto.
6. Exhibit B, (rev May 25, 2021) is replaced with Exhibit B2 (rev. December 14, 2021) attached hereto.
7. Attachment H, Business Associates Requirements, Contract Term is hereby removed.
8. **All other terms and conditions of the Agreement dated July 1, 2020 as amended on June 29, 2021 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: LifeMoves

<small>DocuSigned by:</small> <i>Aubrey Merriman</i> <small>E6B25F2DF4704FF...</small>	12/8/2021 8:14 PM PST	Aubrey Merriman
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

Exhibit A2 (rev. December 14, 2021)

1. Description of Services to be Performed by Contractor

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

A. Purpose

San Mateo County Health (SMCH) is implementing the Whole Person Care (WPC) pilot to provide a coordinated, efficient and effective delivery of care to San Mateo County's highest-risk and vulnerable populations. WPC is a pilot funded under the five-year renewal of California's Section 1115 Medicaid Waiver (Medi-Cal 2020). The most vulnerable of WPC clients are experiencing homelessness in addition to medical and behavioral health conditions.

The purpose of this contract with the San Mateo County Health (SMCH) Public Health, Policy and Planning (PHPP) department and LifeMoves (Contractor) is to provide Community Health Outreach services which will comprise of location services and care coordination for unsheltered homeless individuals.

Care Coordination services include: connection to services, transportation to medical appointments, picking up medication, establishing and evaluating adherence to case plan, and providing medical needs assessments and follow-up.

Community Health Outreach services are provided to locate and provide assistance to unsheltered homeless individuals and households to help them access primary and specialty medical care, behavioral health services and other social supports. Community Health Outreach services will work closely with the Homeless Outreach Team (HOT) and will primarily focus on physical and behavioral health needs (in collaboration with medical providers).

B. Services to be Provided

The WPC pilot aims to improve access to care, provide care coordination, and improve the quality of care for individuals who are high service utilizers and face barriers to connecting with primary and behavioral healthcare as well as social and housing services.

As part of the WPC initiative, community health outreach staff will provide culturally sensitive engagement and health-focused case management services to unsheltered individuals that are disconnected from service systems.

Under this program component, Contractor shall:

- Receive referrals for location services regarding individuals experiencing homelessness and who cannot be located. Referrals may come from San Mateo County Health (SMCH) divisions/programs and in particular the Bridges to Wellness Team (BWT), San Mateo Medical Center (SMMC), Behavioral Health and Recovery Services (BHRS), Aging and Adult Services (AA&S), Correctional Health Services (CHS), and the Health Coverage Unit (HCU).

- Collaborate with homeless outreach staff and other community partner providers to locate unsheltered individuals/households in need of services;
- Engage with unsheltered individuals/households to provide information and referrals to health and community resources;
- Conduct an assessment of immediate medical needs, implement short-term interventions, and provide ongoing engagement to follow up on emerging needs
- Assist clients with enrolling in health coverage or refer clients to resources that can assist them with enrolling in health coverage programs;
- Track to ensure that clients are either enrolled as an HPSM Medi-Cal member, or in progress to become enrolled as an HPSM Medi-Cal member. If a client is not eligible to be an HPSM Medi-Cal member, the client cannot be served under this program component and Contractor will refer the client to other resources to help them connect to health services.
- Create a care coordination and management plan, and support client's adherence to the plan by:
 - Connecting with primary and behavioral health care providers
 - Scheduling and accessing medical appointments, including appointment reminders, transportation, and accompaniment as needed
 - Supporting clients with filling medication prescriptions, creating a plan for medication adherence.
- If a client has discharge instructions from a hospital, assist client with complying with the discharge instructions;
- Collaborate with hospital and other medical treatment facilities on exit planning to avoid discharge into unsheltered homelessness and ensure follow up on medical services or medications;
- Track kept and missed medical/behavioral health appointments and provide data that illustrates the level of engagement with healthcare. The goal is to improve the level of engagement (through successful appointments) with health care services. Track other data as required in a timely and accurate manner;
- Collaborate closely with other service providers such as Street Medicine, Bridges to Wellness (BWT) Care Navigators, SMMC social workers and other WPC care coordinators.
- Participate in applicable planning meetings for the WPC;
- Submit reports to the WPC Administrative Hub according to the agreed upon requirements;
- Continue to develop and improve existing procedures and workflows for client location services;
- Services that are covered by Medi-Cal are not permissible under this contract.
- Meet with evaluators to assess the Whole Person Care pilot if needed.
- Ensure compliance with all Whole Person Care requirements and policies;

Funding for Community Health Outreach Services, as part of the Whole Person Care pilot, is contingent upon certain deliverables. Funding for the pilot program will be available based on meeting the deliverables and achievement of the metrics.

C. Performance Measures

Performance Measure	Targets FY20-21 7/1/2020-7/1/2021	Targets FY21-22 7/1/2021-7/1/2022
Of individuals on the WPC list referred to Contractor to be located, percentage who are successfully located. When calculating this percentage, referred individuals will be disregarded if they are (1) located first by a Care Navigator, (2) already housed, or (3) in jail or prison and already connected to a Care Navigator.	80%	80%
Of the WPC individuals who are located by Contractor, percentage or number of clients who Contractor will engage in services, such as connecting to a Care Navigator, the Street Medicine team or other medical provider for a screening; connecting to transportation or housing services; or connecting to other available services.	140 unduplicated individuals, or 90% of clients located if number of referrals is less than 156	140 unduplicated individuals, or 90% of clients located if number of referrals is less than 156
Contractor will enroll WPC individuals in case management who are unwilling to engage with BWT or who do not qualify for BWT	Maximum caseload for each Contractor case manager is 10 WPC individuals at any one time	Maximum caseload for the Contractor case managers is 20 WPC individuals at any one time

D. Reporting and Continuous Quality Improvement

Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services and adherence to policies and procedures.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews). Contractor will implement systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

Quarterly reports

- Submit narrative reports to WPC Administrative Hub within 20 days of the end of the quarter. Reports will include the following:
 - i. Invoices with supporting documentation
 - ii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
 - iii. Narrative describing trends, successes, challenges during the reporting period

Monthly reports

- Submit monthly reports with to the WPC Administrative Hub within 20 days of the end of the reporting month. Reports will include:
 - i) Performance measures for client location services
 - ii) Case management caseload

Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that community health outreach services had throughout the entire service year and annual results for each performance measure.

Contractor will provide San Mateo County Health with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.

SMC Health may request additional reporting from the Contractor for WPC planning, evaluation, and reporting purposes

The County shall have the option to modify performance measures, goals, and targets by written notice and agreement of Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.

Exhibit B2 (rev. December 14, 2021)**1. Amount and Method of Payment**

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:

- A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed FOUR HUNDRED AND TWELVE THOUSAND, SEVEN HUNDRED AND SEVENTY DOLLARS (\$412,770). The County shall pay the Contractor in accordance with the following program expenses described below:

B. Budget

Direct Labor Costs	<u>FY 20-21</u>		<u>FY21-22</u>		<u>Total All Years</u>
<u>Position</u>	<u>FTE</u>	<u>Amount</u>	<u>FTE</u>	<u>Amount</u>	
Case Manager	1	\$ 61,380.00	1	\$ 63,222.00	\$ 124, 602.
Case Manager	1	\$ 51,480.00	1	\$ 47,416.50	\$ 98,896.50
Overtime Premium					
Program Director	0.07	\$ 7,920.00		\$ 9,343.500	\$ 17,263.50
<i>Subtotal</i>		\$ 120,780.00		\$ 119,982.00	\$ 240,762.00
Taxes & Fringe Benefits	35%	\$ 42,273.00	37%	\$ 44, 393.00	\$ 86,666.00
On Call Labor		\$ 2,500.00		\$ 3,000.00	\$ 5,500.00
<i>Labor Costs</i>		\$ 165,553.00		\$ 167,375.00	\$ 332, 928.00
Other Operating Costs					
Allocated Costs	3%	\$ 4,784.00	3%	\$ 5021.25	\$ 9,805.25
Transportation		\$ 1,500.00		\$ 1600.00	\$ 3,100.00
Office Supplies		\$ 4,150.00		\$ 658.00	\$ 4,808.00
Computer/IT related costs				\$ 3200.00	\$ 3, 200.00
Client Assistance		\$ 10,000.00		\$ 9418.75	\$ 19,418.75
Training/Conferences		\$ 2,000.00			\$ 2,000.00
<i>Subtotal</i>		\$ 187,987.00		\$ 187,273.00	\$ 375, 260.00
Administrative costs	10%	\$ 18,783.00	10%	\$ 18,727	\$ 37, 510.00
Total		\$ 206,770.00		\$ 206,000	\$ 412,770.00

C. Method of Payment and Invoicing

- 1) All invoices shall include
 - A detailed list of the services provided, and
 - Staff title or name and percentage of time expended by staff person(s) during the invoicing period.
- 2) If total costs are expected to be less than the amount listed in the invoice, Contractor will only invoice for the anticipated actual costs.
- 3) Financial supporting documentation is not required to be submitted with invoices; however, the County can, within 12 months of contracting, request to see financial supports for program cost.
- 4) Contractor shall submit invoices using the following schedule:

Invoice #	Approximate Invoice Amount	Due Date
Invoice #1: shall include services that will be provided through July 1-September 30, 2020	\$51,692	By October 20, 2020
Invoice #2: shall include services that will be provided through October 1-December 31, 2020	\$51,692	By January 20, 2021
Invoice #3: shall include services that will be provided through January 1-March 31, 2021	\$51,692	By April 20, 2021
Invoice #4: Shall include services that will be provided through April 1-June 2021	\$51,692	By July 3, 2021
Invoice #5: Shall include services that will be provided through July 1-September 2021	\$51,500	By October 20, 2021

Invoice #6: Shall include services that will be provided through October 1-December 2021	\$51,500	January 20, 2022
Invoice #7: Shall include services that will be provided through January 1-March 2021	\$51,500	April 20, 2022
Invoice #8: Shall include services that will be provided through April-June 2022	\$51,500	July 30, 2022
Total	\$ 412,770.00	

- 5) Invoices that exceed the aforementioned amounts or that do not adhere to the aforementioned timing and payment schedules must be pre-approved in writing by the county.
- 6) The following deliverables listed below shall be submitted with the invoices:

Invoice #1

- a. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #2

- b. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #3

- c. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #4

- d. Quarterly including summary of number of clients served and progress with performance measures listed in Exhibit A

Invoice #5

- e. Quarterly including summary of number of clients served and progress with performance measures listed in revised Exhibit A

Invoice #6

- f. Quarterly including summary of number of clients served and progress with performance measures listed in revised Exhibit A

Invoice #7

- g. Quarterly including summary of number of clients served and progress with performance measures listed in revised Exhibit A

- h. Final report including summary of number of clients served and progress with performance measures listed in revised Exhibit A
- 7) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.
- Travel costs will not exceed \$ 3,100 and indirect costs will not exceed \$ 37,510 for the duration of the contract.
 - Itemized receipts for travel and meetings expenses must be submitted along with the monthly invoice.
 - Additional travel and meeting expense accrual after submission of scheduled invoice(s) mentioned in 6 will go to the next scheduled invoice.
- ✓ Example of itemized receipts would be: Restaurant receipts, parking fee receipts, toll fee receipts, google mileage from/to, conference fee and etc...

- 8) All invoices shall include the following language and a signature:

Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Signature: _____ Date: _____

Title: _____ Agency: _____

- 9) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.