

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered this 28th day of June 2022 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mental Health Association of San Mateo County 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 #076914) for supportive housing services on September 17, 2019; and

WHEREAS, the parties amended the Agreement (Resolution #077900) on December 8, 2020 to increase the fiscal obligation by \$74,144 to an amount not to exceed \$425,144 and extend the term through June 30, 2021; and

WHEREAS, the parties amended the Agreement (Resolution# 078217) on June 8, 2021 to extend the term through December 31, 2021, increase the fiscal obligation by \$100,000 to an amount not to exceed \$525,144 and to incorporate emergency response provisions; and

WHEREAS, the parties amended the Agreement to extend the term through June 30, 2022 and increase the fiscal obligation by \$21,740 to an amount not to exceed \$546,884;

WHEREAS, the parties now wish to amend the Agreement to extend the term through December 31, 2022 and increase the fiscal obligation by \$153,116 to an amount not to exceed \$700,000;

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

1. Section 3 Payments, of the Agreement is amended 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 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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000). 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.

2. Section 4 Term, of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2019 through December 31, 2022.

3. Exhibit A (rev. November 9, 2021) is replaced with Exhibit A (rev. July 1, 2022).
4. Exhibit B (rev. November 9, 2021) is replaced with Exhibit B (rev. July 1, 2022).
5. **All other terms and conditions of the Original Agreement dated September 17, 2019 as amended on December 8, 2020 and June 8, 2021 and November 9, 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: Mental Health Association

 17161BA37D8841D...	5/26/2022 1:00 PM CDT	Melissa Platte
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 A (rev. July 1, 2022)

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment** Contractor shall provide the following services:

Contractor will implement the Supportive Housing Services for San Mateo County Health clients project to improve the likelihood that the person served can maintain their housing. Services shall be provided primarily in the field and include training, education and emotional support to sustain independent living. These services include but not be limited to:

- Conducting an initial evaluation and develop housing retention plan
- linking and accessing needed resources/services such as benefits programs, employment and education
- financial management/budgeting
- healthy shopping and nutrition
- managing relationships with neighbors and landlords
- managing self-care and Activities of Daily Living (ADL)
- household cleanliness
- transportation accessibility
- non-medical medication support
- support in managing chronic illness
- reducing social isolation

Services shall be provided based upon the recovery model and consistent with the Harm Reduction model. Services shall seek to encourage self-management. Services shall be assertively offered, and frequency shall be determined by client need but must include at least a monthly contact. Services shall be offered 5 days per week on a regular work week schedule. An afterhours emergency contact and response is beneficial but not mandatory. Contractor is not responsible for housing placement services. Responsibility for housing location and placement will be managed under a separate contract. The contractor shall be responsible for coordinating services with the location and placement organization.

A. Capacity Development

Mental Health Association will hire and train the staff necessary to deliver supportive housing services to San Mateo Health clients.

Output(s): Case managers hired, Public Health Nurse and Occupational therapists engaged and trained to provide services.

Outcome(s) MHA will have the organizational capacity to deliver services to San Mateo County Health clients	
1) Provide 2 Full-Time Case Managers, .25 FTE Public Health Nurse, and .5 FTE Occupational Therapist	By October 31, 2019
2) All staff will have completed trainings including but not limited to HIPPA, Waste Fraud and Abuse, Harm Reduction, Housing First, and Pragmatic Case Management Training.	By October 31, 2019
3) All new employees will attend additional trainings as available in Mental Health First Aid, SOGI and Landlord Tenant Law.	By October 31, 2019

B. Outreach, assessment and plan of care

MHA will receive preliminary information on the clients, through a referral form and in-person meetings, and will provide an initial outreach meeting with clients referred within 7 days of referral to establish the basis for on-going contact. Assessments shall be completed within 30 days of intake. A care plan shall be completed within 45 days of intake. Care plans and assessments shall be updated at least annually.

Output(s): 60 clients assigned to case managers will have a written plan of care	
Outcome(s): 60 clients assigned to case managers will have a written plan of care which will include a personal health goal and occupational therapy follow-up where applicable. MHA will coordinate care and care plans with existing medical, behavioral and social service providers.	
1) Two case managers will conduct outreach and assessment for 60 individual clients	60 clients by June 30, 2022
2) 60 individuals will have a plan of care	60 clients by June 30, 2022
3) At least 30 individuals will have completed an initial introduction and assessment by nursing staff and will have identified at least one personal health related goal.	60 clients by June 30, 2022

4) At least 60 individuals will be offered Occupational Therapy (OT) Assessments, 30 individuals will have completed OT Assessment and will have a recommended plan for follow-up.	60 clients by June 30, 2022
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C. Ongoing monthly supportive housing, health and occupational therapy support

Output(s): Clients will receive supportive housing services based on plan of care	
Outcome(s): 75% of persons served maintain their housing for at least 6 months and that at least 60% maintain their housing for one year	
1) Ongoing supportive housing services for 60 clients based on plan of care	60 clients by June 30, 2022
2) Ongoing nursing support for at least 30 clients based on personal health goals. All 60 clients will receive nursing support based on need.	30 clients by June 30, 2022
3) Ongoing occupational therapy support for at least 30 clients based on need and interest.	30 clients by June 30, 2022

D. Participation and Monitoring:

- 1) Contractor will work with the established Housing Committee within Public Health, Policy and Planning Division. Contractor will coordinate with the housing location and tenant support provider.
- 2) Participate in monthly meeting with the Housing Committee to discuss progress, challenges, and any assistance needed.
- 3) Contractor will maintain client charts in accordance with HIPAA and 42CFR. Charts shall include, at a minimum, referral, assessments, care plans and documentation of services provided for each service provided.

E. Reporting: The Contractor shall conduct the following activities for project reporting:

- 1) Submit a monthly utilization report documenting the number of visits with each client each month by the 15th day of following month.
- 2) Submit a 3-month progress report by the 30th day of the month following the quarter using the progress report template describing progress on deliverables listed in Exhibit A.
- 3) Submit a final report by January 31, 2023 using the Final Report template describing progress on deliverables, accomplishments, challenges, and any other information requested in the report.

Exhibit B (rev. July 1, 2022)**2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following 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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000). The county shall pay the contractor in accordance with the following program expenses described below:

B. Budget

	FY 19-20	FY 20-21	FY21-22	FY 22-23 (July to Dec 2022)	Total NTE
Program Supervisor	\$ 15,291	\$ 20,388	\$ 20,000	\$ 11,000	\$ 66,679
Case Manager	\$ 48,186	\$ 64,248	\$ 55,000	\$ 36,192	\$ 203,626
Case Manager	\$ -	\$ 16,062	\$ 55,000	\$ 36,192	\$ 107,254
Occupational Therapist	\$ 37,692	\$ 50,256	\$ 34,000	\$ 32,500	\$ 154,448
Public Health Nurse	\$ 22,849	\$ 22,749	\$ 16,000	\$ 9,000	\$ 70,598
Licensed Clinician	\$ -	\$ 4,000	\$ 1,000	\$ 1,000	\$ 6,000
Subtotal	\$ 124,018	\$ 177,703	\$ 181,000	\$ 125,884	\$ 608,605
			\$ -		
Transportation/Travel/mileage	\$ 441	\$ 2,435	\$ 3,947	\$ 2,500	\$ 9,322
Audit/Accounting	\$ 1,200	\$ 1,600	\$ 1,000	\$ 1,000	\$ 4,800
Start-up Computer Purchase and set-up	\$ 3,500		\$ -		\$ 3,500
IT Support, / Telephone/Office supplies	\$ 7,385	\$ 8,124	\$ 7,963	\$ 4,200	\$ 27,671
Indirect Expense	\$ 6,600	\$ 8,800	\$ 9,560	\$ 8,000	\$ 32,960
Tablets and Set-up for Client Usage		\$ 4,319	\$ -		\$ 4,319
Subtotal	\$ 19,126	\$ 25,277	\$ 22,469	\$ 15,700	\$ 82,572
Total	\$ 143,143.70	\$ 202,980.11	\$ 203,469.28	\$ 141,584.00	\$ 691,177.09

*Contract not to exceed higher than projected budget to provide small margin of flexibility to contractor. If Contractor needs to exceed budget amounts listed above, a prior authorization is required.

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 Amount	Due Date
Invoice #1: shall include services that will be provided through October 1-December 31, 2019 as described in Exhibit A.	\$48,279.23	By January 31, 2020
Invoice #2: shall include services that will be provided through January 1-March 2020 as described in Exhibit A.	\$45,298.92	By April 30, 2020
Invoice #3: shall include services that will be provided through April-June 2020 as described in Exhibit A.	\$49,565.55	By July 31, 2020
Invoice #4: Shall include services that will be provided through July-September 2020 as described in Exhibit A.	\$ 45,393.18	By October 31, 2020
Invoice #5: Shall include services that will be provided through October 1-December 31, 2020 as described in Exhibit A.	\$ 45,712.59	By February 28, 2021
Invoice #6: Shall include services that will be provided through January 1-March 30, 2021 as described in Exhibit A.	\$46, 233.14	By April 30, 2021

Invoice #7: shall include services that will be provided through April-June 2021 as described in Exhibit A.	\$65,641.20	By July 31, 2021
Invoice #8: shall include services that will be provided through July -September 2021 as described in Exhibit A.	\$50,190	By October 31, 2021
Invoice #9: shall include services that will be provided through October -December 2021 as described in Exhibit A.	\$50,190	By January 31, 2022
Invoice #10: shall include services that will be provided through January -March 2022 as described in Exhibit A.	\$50,190	By April 30, 2022
Invoice #11: shall include services that will be provided April-June 2022 as described in Exhibit A.	\$50,190	By July 31, 2022
Invoice #12: shall include services that will be provided July - September 2022 as described in Exhibit A.	\$70,792	By October 31, 2022
Invoice #13: shall include services that will be provided October - December 2022 as described in Exhibit A.	\$70,792	By January 31, 2023

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:

- a. Invoice #1
 - i. Quarterly progress reports including summary of monthly utilization
- b. Invoice #2
 - i. Quarterly progress reports including summary of monthly utilization

- c. Invoice #3
 - i. Quarterly progress reports including summary of monthly utilization
 - d. Invoice #4
 - i. Quarterly progress reports including summary of monthly utilization
 - e. Invoice #5
 - i. Quarterly progress reports including summary of monthly utilization
 - f. Invoice #6
 - i. Quarterly progress reports including summary of monthly utilization
 - g. Invoice #7
 - i. Quarterly progress reports including summary of monthly utilization
 - h. Invoice #8
 - i. Quarterly progress reports including summary of monthly utilization
 - i. Invoice #9
 - i. Quarterly progress reports including summary of monthly utilization
 - j. Invoice #10
 - i. Quarterly progress reports including summary of monthly utilization
 - k. Invoice #11
 - i. Quarterly progress reports including summary of monthly utilization
 - l. Invoice #12
 - i. Quarterly progress reports including summary of monthly utilization
 - m. Invoice #13
 - i. Final progress reports including summary of monthly utilization
- 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 \$9,322 and indirect costs will not exceed \$32,960 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.