

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Legal Aid Society 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 for the purpose of providing enabling services on June 1, 2016; and

WHEREAS, the parties wish to amend the Agreement to add additional services, extending the term through December 31, 2017, and increasing the maximum amount by \$40,900 to an amount not to exceed \$108,000.

**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 ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000). 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.

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, 2016, through December 31, 2017.

3. Original Exhibit A and Exhibit B are hereby replaced in their entirety with Revised Exhibit A (rev. 10/17/16) and Revised Exhibit B (rev. 10/17/16), copies of which are attached hereto and incorporated into the Agreement by this reference.
 4. **All other terms and conditions of the agreement dated June 1, 2016, between the County and Contractor shall remain in full force and effect.**
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In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: LEGAL AID SOCIETY OF SAN MATEO COUNTY


Contractor Signature

11/15/16
Date

M. Stacey Hawver
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. 10/17/16)

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 County of San Mateo Health Care for the Homeless/Farmworker Health (HCH/FH) Program is contracting with Legal Aid Society of San Mateo County (Legal Aid) for a full range of enabling services to farmworker individuals, centered on Needs Assessment, Experience Study, direct legal assistances, outreach and patient and community education. Legal Aid will provide legal assistance, including eligibility assistance, legal advice, follow-up, translation services, and referral services for Covered California, Medi-Cal, ACE program, or other health insurance/coverage programs as appropriate, and ongoing support to improve client access to San Mateo County Health System primary medical services and HCH/FH Program contractors, to at least **20 unduplicated farmworker individuals per reporting period** who meet Bureau of Primary Health Care (BPHC) criteria for Migratory and Seasonal Agricultural Workers. A unique unduplicated individual is one who have not been previously served and invoiced for that service during the specified reporting period. The HCH/FH Program will continue to monitor the number of "cases" that are provided legal services, even as Legal Aid will invoice for unduplicated individuals.

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

OBJECTIVE 1: Provide direct legal services to a minimum of **20** unduplicated farmworker individuals or family members of farmworkers each reporting period to support eligibility assistance in securing access to available health, social services, pharmacy and other assistance programs including Medi-Cal, Medicare, MCE, ACE Healthy Kids, and related assistance programs related to the access of medical, dental, mental health or substance abuse services. A minimum of **30** on-going encounters will be provided to these 20 individuals.

These encounters must be face-to-face with the patient. Third party and remote (telephone, email) interactions on behalf of or with a patient are **not** counted in encounters.

OBJECTIVE 1.1.: 80% (16) of the farmworker clients provided legal services will receive favorable outcomes in addressing issues related to health coverage or health care access.

Outcome Measure 1.A: Of the farmworker individuals, a minimum of 80% will receive coverage or reduce out-of-pocket expenses through access to available coverage programs.

Outcome Measure 1.B: Of the farmworker clients provided legal services 65% (13) will be uninsured, not having current health coverage.

OBJECTIVE 2: Complete a regional **Needs Assessment**, and develop a plan to systematically address identified barriers to accessing health care affecting farmworkers in San Mateo County.

Outcome 2.A: To complete a Needs Assessment of the region to determine the number and location of farmworkers, their greatest areas of need, and the legal barriers they are currently facing.

OBJECTIVE 3: Outreach to at least 50 Farmworkers and Providers to identify clients/patients who have underlying, health-affecting legal issues and refer them to LIBRE each reporting period.

Outcome 3.A: In the first year, train 15 health providers and other outreach partners (quarterly) who are working directly with the target farmworker population to identify clients/patients who have underlying, health-affecting legal issues and refer them to LIBRE. This includes answering at least 24 technical assistance phone calls and emails. In the second year, train 20 providers and outreach partners annually who are working directly with the target farmworker population to identify clients/patients who have underlying, health-affecting legal issues and refer them to LIBRE. Evaluations after training will show that at least 80% of attendees are better able to identify legal needs among their farmworker clients, and are comfortable making appropriate referrals.

Outcome 3.B: Host eight outreach and education events targeting farmworkers and their families. These events will focus on the underserved southern coastal region at Pescadero. Outreach will include information about various health coverage programs, government benefits programs, and Public Charge.

Outcome 4: To complete an **Experience Study** by following and documenting a minimum of 12 farmworkers as they navigate attempting to access the health care system and receive health care services in order to identify barriers to accessing healthcare.

Outcome 4.A: LIBRE will work with partners to develop a strategy that best addresses the legal needs and barriers to accessing health coverage and healthcare. Contractor will follow a minimum of 12 farmworkers as they interact with the health care system in order to identify barriers to accessing healthcare.

RESPONSIBILITIES:

The following are the contracted reporting requirements that Legal Aid Society of San Mateo County must fulfill:

All demographic information as defined by the HCH/FH Program will be obtained from each farmworker individual receiving enabling services from Legal Aid during the reporting period. 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. In addition, the contractor will track the number of legal cases pursued and the number of the reported unduplicated individuals that are involved in each case. **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 of on an annual basis, 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:

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

The HCH/FH Program will advise the 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 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 10th 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 of the month following the completion of each calendar quarter throughout the contract.

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

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 Bureau of Primary Health Care Office of Performance Review Process.

Revised Exhibit B (rev. 10/17/16)

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 one-time payment of \$8,000 total over the term of the agreement for the Needs Assessment project. County shall pay \$2,500 upon Contractor submission of Needs Assessment detailed plan with questionnaire and/or tool for review and acceptance, and \$5,500 upon Contractor submission of the Needs Assessment final report for review and acceptance.

County shall pay Contractor a one-time payment of \$10,000 total over the term of the agreement for the Experience Study project. County shall pay \$2,000 upon Contractor submission of Experience Study detailed plan with selection criteria for review and acceptance, and \$8,000 upon Contractor submission of the Experience Study final report for review and acceptance.

County shall pay Contractor \$11,300 total over the term of the agreement for the Provider Outreach project. For the first reporting period, County shall pay \$6,000 upon Contractor submission of Provider Outreach plan and materials including PowerPoint presentations and LIBRE flyers and handouts for review and acceptance, and \$3,200 upon Contractor submission of the Provider Outreach final report showing at least 50% completion of plan. For the second reporting period, County shall pay \$1,000 upon Contractor submission of updated Provider Outreach plan and materials including information targeting unreached provider workshop information for review and acceptance, and \$1,100 upon Contractor submission of the Provider Outreach final report showing at least 50% completion of the updated plan.

County shall pay Contractor \$11,800 total over the term of the agreement for the Farmworker Outreach project. For the first reporting period, County shall pay \$2,000 upon Contractor submission of Farmworker Outreach plan and materials for review and acceptance, and \$4,400 upon Contractor submission of the Farmworker Outreach final report showing at least 50% completion of plan. For the second reporting period, County shall pay \$1,000 upon Contractor submission of updated Farmworker Outreach plan and materials including information targeting unreached farmworkers for review and acceptance, and \$4,400 upon Contractor submission of the Farmworker Outreach final report showing at least 50% completion of updated plan.

County shall pay Contractor at a rate of \$1,675.00 for each unduplicated farmworker individual invoiced per reporting period for delivery of legal services, up to the maximum of 20 individuals per reporting period, limited as defined in Exhibit A for "unique unduplicated."

Contractor will invoice the HCH/FH Program by the 10th 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.

All invoices will be approved by the HCH/FH Program Director, Program Coordinator, or their designee, and paid within 30 days of receipt of the invoice.

Invoices

All invoices must be emailed to the following email address:

SMMC-Accounts-Payable@smcgov.org

Processing time may be delayed if invoices are not submitted electronically.

Contractor is not entitled to payment for work not performed as required by this Agreement.