

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro De Libertad, 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 February 8, 2019, for the term of January 1, 2019, through December 31, 2019, in an amount not to exceed \$82,500; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by one year through December 31, 2020 and increase the maximum amount payable under this agreement by \$73,500, to an amount not to exceed \$156,000.

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

1. Section 3. Payments, of the agreement is hereby 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 FIFTY-SIX THOUSAND DOLLARS (\$156,000). 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. All invoices must be approved by the Director of the Health Care for the Homeless/ Farmworker Health Program or their designee and paid within thirty (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 hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2020.

3. Original Exhibit A and original Exhibit B are hereby replaced with Revised Exhibit A, (rev. 9/13/19) and Revised Exhibit B, (rev. 9/13/19), copies of which are attached hereto and is incorporated to the agreement by this reference.
4. **All other terms and conditions of the agreement dated February 8, 2019, 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: EL CENTRO DE LIBERTAD

Michael Stoll
Contractor Signature

11/8/2020
Date

Michael Stoll
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. 9/13/19)

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

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 first reporting period is January 1, 2019 – December 31, 2019. The second reporting period is January 1, 2020 – December 31, 2020. The County of San Mateo, through the Health Care for the Homeless/Farmworker Health (HCH/FH) Program, is contracting with El Centro de Libertad/The Freedom Center (El Centro) (Contractor). The term of this Agreement is January 1, 2019 to December 31, 2020. During the Agreement term, Contractor shall provide a full range of enabling services to homeless and farmworker individuals, centered on outreach, drug prevention education programs, and screening and navigation assistance in homeless shelters and farmworker communities. Contractor will provide client screening and navigation assistance, including, but not limited to, assistance in identifying needed services and treatments for: usage of alcohol and other drugs (AOD), substance use disorders (SUD), mental health disorders, and/or other services as appropriate, as well as ongoing support to improve client access to San Mateo County Behavioral Health and Recovery Services (BHRS) and HCH/FH Program contractors, to at least one hundred and twenty (120) unduplicated homeless or farmworker individuals in the first reporting period and one hundred (100) unduplicated homeless or farmworker individuals in the second reporting period who meet the Bureau of Primary Health Care (BPHC) criteria for homeless individuals and/or migratory and seasonal agricultural workers. A unique unduplicated individual is an individual who has not been previously served and invoiced for the same service during the calendar year. The HCH/FH Program will monitor the services provided, even as Contractor will invoice for unduplicated individuals.

HCH/FH shall measure the services provided by El Centro under this Agreement pursuant to the objectives and outcome measures listed below. The numbers included in the objectives and outcome measures are minimum target numbers.

OBJECTIVE 1: Provide client screenings/assessments or client navigation assistance to one hundred and twenty (120) unduplicated homeless or farmworker individuals in the first reporting period and one hundred (100) unduplicated homeless or farmworker individuals in the second. Contractor shall conduct each encounter face-to-face with the client. Third-party and remote (i.e. telephone, email) interactions on behalf of or with a patient are not encounters within the meaning of this Agreement.

Outcome Measure 1.A: Contractor shall provide navigation assistance to homeless and/or farmworker individuals who complete the client screening for suitability for appropriate treatment programs designed to break the cycle for opioid and/or AOD usage, or Contractor shall assess whether these individuals need other gap services. Contractor shall then refer individuals who complete client navigation assistance to AOD, BHRS or other needed support services provided by San Mateo County Health.

Outcome Measure 1.B: Contractor shall document the number of individuals referred to the following San Mateo County Health referrals/treatment programs, as appropriate: Outpatient, Inpatient, Mental Health, Primary Care, Dental and other support services.

Outcome Measure 1.C Contractor shall follow up with fifty percent (50%) of the patients referred for care during the second reporting period. Under this Agreement, follow up may include a telephone call directly with the patient or with the patient's case manager.

OBJECTIVE 2: Contractor shall provide fifty (50) motivational outreach sessions during the first reporting period and sixty (60) motivational outreach sessions during the second reporting period.

Outcome Measure 2.A: Participating homeless and/or farmworker individuals will learn about available AOD and/or mental health resources through San Mateo County Health, and 20% of these individuals will express interest in treatment to Contractor staff.

OBJECTIVE 3: Contractor shall provide forty-five (45) prevention education sessions during the first reporting period and thirty-five (35) prevention education sessions during the second reporting period.

Outcome 3.A: Contractor shall utilize prevention education modules to educate participating homeless individuals about the physical, physiological and mental health impact of opioids, alcohol and other drugs on adults, youth and families. These modules shall furthermore educate participating homeless individuals on personal substance use indicators as well as refusal skills.

Outcome 3.B: Provide general substance abuse education to farmworkers and/or their families.

RESPONSIBILITIES:

The following are the contracted reporting requirements that Contractor must fulfill:

Contractor shall obtain all demographic information, as defined by the HCH/FH Program, from each homeless and/or farmworker individual whom it has served under the terms of the Agreement. Furthermore, Contractor shall collect all encounter information, as defined by the HCH/FH Program, for each encounter. Contractor shall submit all demographic and encounter data to the HCH/FH Program with each monthly invoice. The demographic and encounter data may include data for homeless and/or farmworker individuals for whom the Contractor is not reimbursed. Contractor shall also assess and report each individual's homeless status as defined by BPHC.

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

Contractor shall report any revenue received from services provided under this Agreement.

When disclosing funding sources and/or reporting on activities covered under this contract, Contractor shall acknowledge that activities are supported by an agreement with the San Mateo County HCH/FH program, utilizing funds from the Health Resources & Services Administration (HRSA) under the Health Center Program authorized under Section 330 of the Public Health Act.

The County will conduct site visits at least annually to review patient records and program operations, to verify the accuracy of invoicing and to assess the documentation of client activities and progress on outcome measures. HCH/FH will work with Contractor to accommodate scheduling requests, when reasonable, for annual site visits and will provide Contractor with a minimum notice of two (2) weeks for routine site visits. However, HCH/FH may conduct unannounced site visits if it identifies issues, such as, but not limited to:

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

HCH/FH will notify Contractor of the identified issue and HCH/FH's right under this Agreement to perform an unannounced site visit.

Reporting requirements: Contractor shall submit monthly and quarterly invoices and reports (as described below) to HCH/FH; HCH/FH will provide Contractor with a template for such use. If HCH/FH

pursues a cloud-based data depository (database) for monthly and quarterly data, Contractor will be required to upload/submit data into such database.

Contractor shall submit a monthly invoice to HCH/FH detailing the number of new unduplicated homeless and/or farmworker individuals served in the previous month and the total encounters provided to all homeless and/or farmworker individuals in this same time period by the tenth (10th) day of the following month. Invoices shall be sufficiently detailed to allow for tracking each individual to the individual's provided demographic data.

Additionally, Contractor shall submit quarterly reports to HCH/FH detailing progress made on goals, objectives and outcome measures, including follow up phone calls in the second reporting period, pursuant to this Agreement no later than the fifteenth (15th) day of the month following the completion of each calendar quarter throughout the term of the Agreement.

If Contractor observes routine and/or ongoing problems in homeless and/or farmworker individuals' ability to access medical or dental care services within SMMC, it shall track and document problematic occurrences and submit this information to designated HCH/FH staff for follow up.

Contractor shall provide County with notice (within ten (10) calendar days) of staff changes involving services provided under this Agreement and a plan for ensuring continuity of services. Contractor will facilitate meeting with HCH/FH staff to orient new staff members with the Agreement and program, including contracting and related staff. This meeting shall take place reasonably soon after the new employees' start dates.

Furthermore, Contractor shall participate in the following:

- Planning and quality assurance activities related to the HCH/FH Program
- HCH/FH Provider Collaborative Meetings and other workgroups
- Community activities that address homeless/farmworker issues (i.e. One Day Homeless Count, Project Homeless Connect, etc.).
- Active involvement in BPHC's Office of Performance Review Process.

Revised Exhibit B

(rev. 9/13/19)

In consideration of the services provided by Contractor, as 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 at a rate of three hundred dollars (\$300.00) for each outreach event invoiced for the delivery of motivational outreach presentation in appropriate locations (i.e. homeless shelters, farms, or schools), up to a maximum of:

- Fifty (50) events during the first reporting period
- Sixty (60) events during the second reporting period

County shall pay Contractor at a rate of three hundred dollars (\$300.00) for each event invoiced for the delivery of prevention education modules in appropriate locations (i.e. homeless shelters, farms, or schools), up to a maximum of:

- Forty-five (45) events during the first reporting period
- Thirty-five (35) events during the second reporting period

County shall pay Contractor at a rate of four hundred and fifty dollars (\$450.00) for each unique unduplicated homeless or farmworker individual invoiced per reporting period for delivery of screening and navigation services, limited as defined in Exhibit A for "unique unduplicated," up to a maximum of:

- One hundred and twenty (120) individuals during the first reporting period
- One hundred (100) individuals during the second reporting period

Contractor will invoice the HCH/FH Program by the tenth (10th) of each month after services are rendered with the number of unique unduplicated homeless or farmworker individuals and encounters for the previous month.

2019 Reporting Period: January 1, 2019 – December 31, 2019

Service	Maximum Unit	Payment per Unit
Motivational Outreach Presentations	50 sessions	\$300/sessions
Prevention Education Module Presentations	45 sessions	\$300/ sessions
Screening and Navigation	120 unduplicated patients	\$450/patient
2019 Total		\$82,500

2020 Reporting Period: January 1, 2020 – December 31, 2020

Service	Maximum Unit	Payment per Unit
Motivational Outreach Presentations	60 sessions	\$300/sessions
Prevention Education Module Presentations	35 sessions	\$300/ sessions
Screening and Navigation	100 unduplicated patients	\$450/patient
2020 Total		\$73,500