

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2020, 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 for enabling services for homeless individuals on March 13, 2018, for the term of January 1, 2018, through December 31, 2018, in an amount not to exceed \$298,030; and

WHEREAS, on April 19, 2019, the parties amended the Agreement to extend the term by one year, through December 31, 2019, and increase the amount payable by \$296,500, to an amount not to exceed \$594,530; and

WHEREAS, on February 25, 2020, the parties amended the Agreement to extend the term by one year, through December 31, 2020, and increase the amount payable by \$295,750, to an amount not to exceed \$890,280; 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 \$154,900, to an amount not to exceed \$1,045,180.

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 ONE MILLION FORTY-FIVE THOUSAND ONE-HUNDRED EIGHTY DOLLARS (\$1,045,180). 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 Farmworkers 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. 9/25/19) and Revised Exhibit B (rev. 9/25/19) 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 March 13, 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: LIFEMOVES

Bruce Ives
Contractor Signature

10/9/2020
Date

Bruce Ives
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. 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:

- First Reporting Period: Calendar year (CY) 2018
- Second Reporting Period: CY 2019
- Third Reporting Period: CY 2020
- Fourth Reporting Period: January 1, 2021 – June 30, 2021

Contractor shall provide a full range of enabling services to homeless individuals, centered on care coordination, eligibility assistance and transportation. The term of this Agreement is January 1, 2018 to June 30, 2021.

Contractor will provide care coordination, including outreach, patient and community education, transportation, follow-up, translation services, referral services and ongoing support to improve client access to San Mateo County Health System primary medical services and HCH/FH Program contractors, and eligibility assistance for health coverage and Supplemental Security Income (SSI) or Social Security Disability (SSDI) to homeless individuals in San Mateo County who meet the Bureau of Primary Health Care (BPHC) criteria for homelessness.

At least 550 unduplicated homeless individuals during the First Reporting Period, at least 500 during the second reporting period, at least 460 during the Third Reporting Period, and at least 240 in the Fourth Reporting Period will receive care coordination. An unduplicated individual is one who has not been previously served and invoiced for during the reporting period in which the person is claimed as an unduplicated individual. At a minimum, 75% of these individuals will meet the BPHC definition as a street or shelter homeless individual.

At least 140 unduplicated homeless individuals in the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period) and at least 65 in the Fourth Reporting Period will receive care coordination with the Public Health, Policy and Planning (PHPP) Street Medicine Team in order to better access primary medical care through the San Mateo County Health System.

At least 75 of these homeless individuals during the First Reporting Period, at least 50 in the Second Reporting Period, at least 40 in the Third Reporting Period, and at least 30 in the Fourth Reporting Period will complete an SSI (Medi-Cal) or SSDI (Medicare) application.

At least 30 of these homeless individuals during First Reporting Period, at least 50 during the Second Reporting Period, at least 40 during the Third Reporting Period, and at least 20 in the Fourth Reporting Period will complete a health coverage application.

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

OBJECTIVE 1: Provide initial assessments, healthcare planning and on-going care coordination services to at least 550 homeless individuals during First Reporting Period, at least 500 during the Second Reporting Period, and at least 460 during the Third Reporting Period to improve access to primary medical care through the San Mateo County Health System and HCH/FH Program contractors. A minimum of 1,375 on-going care coordination encounters will be provided to these individuals during the first three reporting periods (the First Reporting Period, the Second Reporting Period, and the Third Reporting Period). At least 90% will have a documented care plan.

Care Coordinator/Manager definition - Acts as a liaison between the target population patient and health care organizations. They 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 client.

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.

OBJECTIVE 1.1.: Intensive Care Coordination - Of the 550 homeless individuals served during the First Reporting Period, 500 served during the Second Reporting Period and 460 served during the Third Reporting Period, Contractor shall assist at least 50 **new** homeless individuals in the first two reporting periods and 75 in the Third Reporting Period to engage and maintain participation in health programs and the health care system in order to better access health services through the San Mateo County Health System and HCH/FH Program contractors. Of the 240 individuals served in the Fourth Reporting Period, Contractor shall assist at least 60 **new**

homeless individuals to engage and maintain participation in health programs and the health care system in order to better access health services through the San Mateo County Health System and HCH/FH Program contractors. A new client is defined as a homeless individual who has not been seen for primary care in the past two years. These individuals will receive intensive and on-going care coordination services as appropriate. The determination of a client's status as a new unduplicated homeless individual shall be determined by Contractor through use of a standard information gathering protocol, as approved by the HCH/FH Program, which may include self-attestation by the client. A minimum of 150 on-going encounters will be provided to these individuals.

Outcome Measure 1.A: Of the homeless individuals that do not currently have a medical home, at least 50% will establish a medical home, as defined by a minimum of two (2) attended primary medical care service appointments (one initial appointment and one follow-up appointment).

Outcome Measure 1.B: At least 150 of homeless individuals served will be homeless individuals with chronic health conditions (including, but not limited to, obesity, hypertension, diabetes, and asthma).

Outcome Measure 1.C: At least 75% of clients with a scheduled primary care appointment will attend at least one scheduled primary care appointment.

OBJECTIVE 2: To improve access to health care by providing eligibility assistance to homeless individuals completing an application for appropriate health insurance coverage plans.

Outcome 2.A. 100% of clients that are uninsured will be referred to Contractor Health Care for Homeless staff for health insurance enrollment. As warm hand offs increase rate of success, it is highly encouraged that Contractor HCH eligibility staff accompany CHOW in field as schedule permits.

Outcome 2.B: At least 75 individuals during the First Reporting Period, at least 50 during the Second Reporting Period, at least 40 during the Third Reporting Period and at least 30 in the Fourth Reporting Period will complete an SSI (Medi-Cal) or SSDI (Medicare) application. SSI/SSDI claims will be supported from the initial submission to Administrative Law Judge (AJL) hearing as needed. At least 60% will attend their scheduled Consultative Exam. At least 20% of these individuals will be classified in the street homeless category.

Outcome 2.C: All (100%) homeless clients will be screened for health insurance/coverage eligibility. At least 30 homeless individuals in the First Reporting Period, at least 50 in the Second Reporting Period, at least 40 in the Third Reporting Period and at least 20 individuals in the Fourth Reporting Period will complete a submission for coverage through Covered California, the Medi-Cal Program or the Access to Care for Everyone (ACE) Program, as appropriate.

OBJECTIVE 3: Provide initial assessments, healthcare planning and on-going care coordination services to a minimum of 140 street homeless individuals for coordination with the PHPP Street Medicine Team annually during the first three reporting periods and to a minimum of 65 in the Fourth Reporting Period in order to better access primary medical care through the San Mateo County Health System, and HCH/FH Program contractors. At least 90% will have a documented care plan. A minimum of 300 on-going care coordination encounters will be provided to these 140 individuals in the first three reporting periods.

Outcome Measure 3.A: Working with the Street Medicine Team, provide medical needs assessment for 100% of the individuals served.

Outcome Measure 3.B: Of the homeless individuals that do not currently have a medical home, a minimum of 20% will establish a medical home, as defined by a minimum of two attended primary medical care service appointments (one initial appointment and one follow-up appointment).

Outcome Measure 3.C: At least 80% of clients with a scheduled primary care appointment will attend at least one scheduled primary care appointment.

RESPONSIBILITIES:

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

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

If Contractor 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.

When disclosing funding sources and/or reporting on activities covered under this contract, LifeMoves shall acknowledge that activities are supported by an agreement with the County of San Mateo and the 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.

Site visits will occur at least annually, 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 reasonably accommodate scheduling for routine site visits and will provide Contractor with a minimum notice of two 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.,

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

Contractor will report to HCH/FH any breach of patient protected health information as soon as it is known to have occurred.

Reporting requirements- Monthly and quarterly submission of invoices and reports are required via template supplied to Contractor. 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 homeless individuals in this same time period will be submitted to the HCH/FH Program by the 10th day of the following month. A separate transportation encounter spreadsheet will also be provided monthly. 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 day 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 shall track and document problematic occurrences and submit this information to designated HCH/FH staff for follow up.

Contractor will provide County with notice (within 10 calendar days) of staff changes involving services provided under this Agreement, and a plan on how to ensure continuity of services. Contractor will facilitate HCH/FH staff meeting with new staff members soon after they have started to orient them with the Agreement and program, including contracting and related staff.

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 issues (i.e., Homeless, One Day Count, Project Homeless Connect, etc.).
- Active involvement in the BPHC Office of Performance Review Process.

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

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 at the following rates for each established (not “new” as defined in Exhibit A) unduplicated homeless individual invoiced for the delivery of care coordination services, limited as defined in Exhibit A for “unique unduplicated” or “unduplicated”:

- \$275.00 for each unduplicated homeless individual up to a maximum of 500 homeless individuals during the first reporting period
- \$315.00 for each unduplicated homeless individual up to a maximum of 450 homeless individuals during the second reporting period
- \$330.00 for each unduplicated homeless individual up to a maximum of 385 homeless individuals during the third reporting period
- \$330.00 for each unduplicated homeless individual up to a maximum of 180 homeless individuals during the fourth reporting period

County shall pay Contractor at the following rates for each “new” unduplicated homeless individual as defined in Exhibit A invoiced for the delivery of intensive care coordination services, limited as defined in Exhibit A for “unique unduplicated” or “unduplicated”:

- \$525.00 for each unduplicated homeless individual up to a maximum of 50 during the first and second reporting periods
- \$550.00 for each unduplicated homeless individual up to a maximum of 75 during the third reporting period.
- \$550.00 for each unduplicated homeless individual up to a maximum of 60 during the fourth reporting period.

County shall pay Contractor at a rate of \$600.00 for each unduplicated street homeless individual during each reporting period invoiced for delivery of care coordination services for street medicine clients, up to the maximum of 140 individuals annually during the first three reporting periods and 65 individuals in the fourth reporting period, limited as defined in Exhibit A for “unique unduplicated” or “unduplicated.” Individuals invoiced under this term must also be unique and unduplicated from the care coordination terms in paragraphs 2 and 3 above of this Exhibit.

County shall pay Contractor at the following rates for each unduplicated homeless individual invoiced for completing application to SSI (Medi-Cal) or SSDI (Medicare) up to and including at least one potential appeal of a denial, as defined in Exhibit A for homeless category and “unique, unduplicated”:

- \$420.00 per unduplicated homeless individual up to a maximum of 75 during the first reporting period
- \$420.00 per unduplicated homeless individual up to a maximum of 50 during the second reporting period

- \$470.00 per unduplicated homeless individual up to a maximum of 40 during the third reporting period.
- \$470.00 per unduplicated homeless individual up to a maximum of 30 during the fourth reporting period.

County shall pay Contractor at a rate of \$110.00 per unduplicated homeless individual invoiced for completing the enrollment process for Covered California, Medi-Cal or the ACE program, as appropriate, limited as defined in Exhibit A for “unique unduplicated”, up to a maximum of:

- 30 homeless individuals during the first reporting period
- 50 homeless individuals during the second reporting period
- 40 homeless individuals during the third reporting period
- 20 homeless individuals during the fourth reporting period

County shall pay Contractor at a rate of \$45.00 per unduplicated one-way trip by homeless individuals invoiced during each reporting period for the delivery of transportation services up to a maximum of:

- 344 trips during the first reporting period
- 400 trips during the second reporting period
- 450 trips during the third reporting period.
- 160 trips during the fourth reporting period

A separate transportation encounter spreadsheet will also be provided monthly. Contractor will invoice the HCH/FH Program by the 10th day of the month after rendered services with the number of homeless individuals and encounters for the previous month.

Budget Overview:

First reporting period – January 1, 2018 to December 31, 2018

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated across all three categories and invoiced only once in one category	Care Coordination	500 patients	\$275/patient
	Intensive Care Coordination	50 patients	\$525/patient
	Street Medicine Care Coordination	140 patients	\$600/patient
Can be invoiced in addition to any care coordination	SSI/SSDI	75 patients	\$420/patient
Can be invoiced in addition to any care coordination	Health Coverage	30 patients	\$110/patient
Can be invoiced in addition to any care coordination	Transportation	344 trips	\$45/trip

Second reporting period - January 1, 2019 to December 31, 2019

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated across all three categories and invoiced only once in one category	Care Coordination	450 patients	\$315/patient
	Intensive Care Coordination	50 patients	\$525/patient
	Street Medicine Care Coordination	140 patients	\$600/patient
Can be invoiced in addition to any care coordination	SSI/SSDI	50 patients	\$420/patient
Can be invoiced in addition to any care coordination	Health Coverage	50 patients	\$110/patient
Can be invoiced in addition to any care coordination	Transportation	400 trips	\$45/trip

Third reporting period - January 1, 2020 to December 31, 2020

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated across all three categories and invoiced only once in one category	Care Coordination	385	\$330/patient
	Intensive Care Coordination	75	\$550/patient
	Street Medicine Care Coordination	140	\$600/patient
Can be invoiced in addition to any care coordination	SSI/SSDI	40	\$470/patient
Can be invoiced in addition to any care coordination	Health Coverage	40	\$110/patient
Can be invoiced in addition to any care coordination	Transportation	450	\$45/trip

Fourth reporting period - January 1, 2021 to June 30, 2021

	Service	Unduplicated Maximum	Payment per Unit
Must be unduplicated across all three categories and invoiced only once in one category	Care Coordination	180	\$330/patient
	Intensive Care Coordination	60	\$550/patient
	Street Medicine Care Coordination	65	\$600/patient
Can be invoiced in addition to any care coordination	SSI/SSDI	30	\$470/patient
Can be invoiced in addition to any care coordination	Health Coverage	20	\$110/patient
Can be invoiced in addition to any care coordination	Transportation	160	\$45/trip