

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 8th day of June 2021 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 community health outreach services on September 17, 2019; and

WHEREAS, the parties amended the agreement (Resolution #077900) for supportive housing services on December 8, 2019 and increasing the fiscal obligation by \$74,144 to an amount not to exceed \$425,144 and extended the term through June 30, 2021; and

WHEREAS, the parties wish to amend the Agreement extend the term through December 31, 2021 and increase the fiscal obligation by \$100,000 to an amount not to exceed \$525,144 and to incorporate emergency response provisions;

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

1. Section three 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 FIVE HUNDRED AND TWENTY-FIVE THOUSAND, ONE HUNDRED AND FORTY-FOUR DOLLARS (\$525,144). 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 four of the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2020 through December 31, 2021.

4. Section twenty is added to the agreement to read as follows:

20. Disaster and Emergency Response Plans.

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the

Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

5. Original Exhibit A is revised to amend section A, B and C which are replaced with Revised Section A, B, C (rev. March 31, 2021)
6. Original Exhibit B is replaced with Revised Exhibit B, (rev. March 31, 2021).
7. **All other terms and conditions of the agreement dated July 1, 2020 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

<u>Melissa Platte</u>	<u>5/10/2021</u>	<u>Melissa Platte</u>
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 revised March 31, 2021

Section A, B and C of Exhibit A is revised as follows:

A. 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 December 31, 2021
2) 60 individuals will have a plan of care	60 clients by December 31, 2021
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.	30 clients by December 31, 2021
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.	30 clients by December 31, 2021

B. 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 December 31, 2021.
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 December 31, 2021
3) Ongoing occupational therapy support for at least 30 clients based on need and interest.	30 clients by December 31, 2021

C. 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, 2022 using the Final Report template describing progress on deliverables, accomplishments, challenges, and any other information requested in the report.

Exhibit B revised March 31, 2021

1. 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 five hundred and twenty-five thousand, one hundred and forty-four dollars (\$525,144). The county shall pay the contractor in accordance with the following program expenses described below:

B. Budget

	FY 19-20 Actuals	FY 20-21 Budget with rollover	FY 20-21 Adjustment	FY 20-21 New Budget	FY 21-22 Budget	Overall Budget Totals
Program Supervisor	\$ 15,291	\$ 22,702	\$ 10,194	\$ 32,896	\$ 12,000	\$ 60,187
Case Manager	\$ 48,186	\$ 80,310	\$ (16,062)	\$ 64,248	\$ 27,500	\$ 139,934
Case Manager	\$ -	\$ -	\$ 64,248	\$ 64,248	\$ 27,500	\$ 91,748
Occupational Therapist	\$ 37,692	\$ 23,544	\$ 25,128	\$ 48,672	\$ 17,000	\$ 103,364
Public Health Nurse	\$ 22,849	\$ 14,821	\$ 19,179	\$ 34,000	\$ 8,000	\$ 64,849
Licensed Clinician	\$ -	\$ 8,365	\$ (4,365)	\$ 4,000	\$ 500	\$ 4,500
subtotal	\$ 124,018	\$ 149,742	\$ 98,322	\$ 248,064	\$ 92,500	\$ 464,582
Transportation/Travel/mileage	\$ 441	\$ 13,879	\$ (8,278)	\$ 5,601	\$ 1,600	\$ 7,642
Audit/Accounting	\$ 1,200	\$ 1,400	\$ 200	\$ 1,600	\$ 500	\$ 3,300
Start-up Computer Purchase and set up	\$ 3,500	\$ -	\$ -			\$ 3,500
IT Support, Office supplies/ Telephone	\$ 7,385	\$ 13,736	\$ (1,736)	\$ 12,000	\$ 700	\$ 20,085
Indirect Expense	\$ 6,600	\$ 14,617	\$ (1,882)	\$ 12,735	\$ 4,700	\$ 24,035
Tablets and Set-up for Client Usage		\$ -	\$ 2,000	\$ 2,000		\$ 2,000
subtotal	\$ 19,126	\$ 43,632	\$ (9,696)	\$ 33,936	\$ 7,500	\$ 60,562
Total	\$ 143,144	\$ 193,374	\$ 88,626	\$ 282,000	\$ 100,000	\$ 525,144

C. Method of Payment and Invoicing:

- 1) All invoices shall include
 - A detailed list of the services to be provided, and
 - Staff title or name and percentage of time expected to be 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.	\$70,500	By October 31, 2020
Invoice #5: Shall include services that will be provided through October 1-December 31, 2020 as described in Exhibit A.	\$70,500	By February 28, 2021
Invoice #6: Shall include services that will be provided through January 1-March 30, 2021 as described in Exhibit A.	\$70,500	By April 30, 2021

Invoice #7: shall include services that will be provided through April-June 2021 as described in Exhibit A.	\$70,500	By July 31, 2021
Invoice #8: shall include services that will be provided through July - September 2021 as described in Exhibit A.	\$50,000	By October 31, 2021
Invoice #9: shall include services that will be provided through October - December 2021 as described in Exhibit A.	\$50,000	By January 31, 2022

- 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 reports including summary of monthly utilization

Invoice #2

- b. Quarterly progress reports including summary of monthly utilization

Invoice #3

- c. Quarterly progress reports including summary of monthly utilization

Invoice #4

- d. Quarterly progress reports including summary of monthly utilization

Invoice #5

- e. Quarterly progress reports including summary of monthly utilization

Invoice #6

- f. Quarterly progress reports including summary of monthly utilization

Invoice #7

- g. Quarterly progress report including summary of monthly utilization

Invoice #8

- h. Quarterly progress report including summary of monthly utilization

Invoice #9

i. Final report 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 \$ **7,642** and indirect costs will not exceed **\$24,035** 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.