

AMENDMENT TO THE AGREEMENT
WITH BRUCE-BADILLA BOARD AND CARE HOME

THIS AGREEMENT, entered into this _____ day of _____, 2002,
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
BRUCE-BADILLA BOARD AND CARE HOME (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on May 14, 2002, the parties hereto entered into an agreement
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

"SCHEDULE A

Bruce-Badilla Board & Care: 2002-2005

SERVICES

In addition to the services required by license, Contractor shall provide the services described
below in a manner consistent with the terms and provisions of this Agreement.

1. Operate a licensed residential care home in compliance with the State of California
Community Care Licensing standards for County clients referred by County Mental
Health Services for supplemental services. County shall assess and pre-approve clients
for supplemental payment. No approvals will be made prior to evaluation of the client by
the Program Coordinator.
2. Facility Administrator must arrange for, and provide documentation of ten (10) hours of
continuing education or training per employee, per year, above and beyond what is
required by Community Care Licensing. Trainings provided by the Supplemental
Services Coordinator throughout the year may be used for this purpose, as well as outside
trainings.
3. Maintain individual client records in accordance with County and state requirements.

4. Allow County staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.
5. Participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
6. Participate in required monthly supplemental services meetings and trainings as set up by the Supplemental Services Coordinator. Additional continuing education or other training may not be substituted for the monthly meetings.
7. Submit a copy of any licensing report issued by licensing agency to County Supplemental Services Coordinator within seven (7) days from date received. Failure to comply with this provision will result in suspension from the program.
8. Retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

A. DUAL DIAGNOSIS LEVEL SUPPLEMENT

Contractor shall provide these services:

1. Cooperate with County Mental Health Services staff in developing client service plans. These plans shall be developed with the client, the facility administrator, and by the client's case manager.
2. Maintain staffing and resources necessary to provide close and consistent care and supervision for dual diagnosis clients who have difficult behavioral problems. Provide for these clients with individualized creative behavioral interventions that enable the client to continue to live successfully in the community.
3. Participate in meetings and activities that facilitate a client's transition to and from higher levels of care.
4. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as money management, shopping, and laundry. Assist clients in maintaining adequate personal hygiene.
5. Provide or arrange transportation to facilitate client's participation in planned programs in the community. Assist clients by tracking and reminding them of their scheduled medical and mental health appointments; if necessary, provide transportation.
6. Work cooperatively with client and clinical staff to provide learning experience and skill training that could lead to future successful living in more independent settings.
7. Encourage and assist clients to attend mental health sponsored community-based

programs such as supported education, supported employment, self-help activities and social events.

8. Formulate, plan, and post a calendar of house-sponsored community activities throughout the year.
9. Assist clients in maintaining the goals and objectives outlined in their individual County rehabilitation plans.
10. Maintain regular, ongoing progress notes pertinent to each client's living skills and their movement towards the goals outlined in their individual service plans. Highlight problem areas in progress notes and notify involved County clinical staff of problem areas.
11. Provide to specific clients, special diets, foods, juices or snacks requested by physicians or regional clinical staff.
12. Provide consistent transportation to clinic and medical appointments.
13. Contractor shall provide a clean and sober living environment.
14. Provide intense support for clients with in-home program focused on dual diagnosis issues that includes the following:
 - Random urine screenings
 - Daily house/community meetings
 - In-home dual diagnosis groups/meetings
 - Participation in County Dual Diagnosis groups
 - Participation in 12-step meetings at least three (3) times per week, both in the community and in-house
 - Ongoing collaborative treatment planning and treatment management with County Mental Health staff.
15. Facility Administrator shall annually attend dual diagnosis training(s) for a minimum of eight (8) CEU hours.

B. GOALS AND OBJECTIVES

Goal 1: To provide housing, treatment and support services that assists dually diagnosed clients in management/recovery from mental illness and substance abuse problems.

Objective 1: At least ninety percent (90%) of all clients who are successfully discharged will show a reduction in use of acute services for the six (6) months following discharge. These services include: psychiatric emergency services; acute hospitalization; and sub-acute programs. facility(ies).

- Goal 2: All clients shall be provided an opportunity to give feedback about the services provided to them.
- Objective 2: At least ninety percent (90%) of all clients surveyed will express satisfaction with regard to services provided.
- Goal 3: Contractor's services will enhance client's living and coping skills and facilitate ongoing transitional support services.
- Objective 1: One hundred percent (100%) of all clients who are successfully discharged will participate in aftercare support services for a minimum of four (4) months after discharge (i.e., participation in weekly dual diagnosis group, regular attendance at 12-step meetings).

SCHEDULE B

Bruce-Badilla Board & Care: 2002-2005

PAYMENT SCHEDULE

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

1. County shall pay contractor the maximum amount of \$67,268 for the period of July 1, 2002, to June 30, 2003, for the provision of a dedicated capacity of 10 beds.
2. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be paid at the rate of one-twelfth of the total obligation per month.
3. Rate increases after the first (1st) year shall be at the sole discretion of the Director, or her designee. In no event shall the maximum, but not guaranteed, compensation exceed TWO HUNDRED SEVEN THOUSAND NINE HUNDRED EIGHTEEN DOLLARS (\$207,918). This amount reflects the maximum allowable for the contract term. It is understood that the monthly amounts may vary, and that client eligibility for this program may change throughout the course of the year.
4. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the preceding month.
5. Claims shall be on forms provided, in the format prescribed by County. All Claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
6. In the event Contractor claims or receives payment from County for a service,

reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to contractor under this Agreement or any other agreement.

7. With prior approval of the Mental Health Director or her designee, if Contractor provides transportation for clients in Contractor's automobile, County shall pay Contractor a lump sum payment of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225) annually not to exceed SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675) over the term of the agreement for insurance cost incurred. Such payment will be for the purpose of helping to defray Contractor's expense in obtaining personal automobile liability insurance at the limits required by County. Up-to-date proof of insurance must be received and approved by County before payment will be made."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of May 14, 2002, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

BRUCE-BADILLA BOARD & CARE

By: _____
Jerry Hill, President
Board of Supervisors

By: *Bruce Badilla*

Date: _____

Date: *6/5/02*

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: April 15, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Caryl Fairfull, Mental Health Services/PONY #MLH 322

CONTRACTOR: Bruce-Badilla Board and Care

DO THEY TRAVEL: Yes

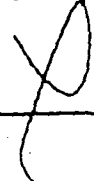
PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

| | |
|----------------------------------|-------------|
| Comprehensive General Liability: | \$1,000,000 |
| Motor Vehicle Liability: | \$1,000,000 |
| Professional Liability: | \$1,000,000 |
| Worker's Compensation: | Yes |

APPROVE 

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

NOV 5 01

PRODUCER
NATIONAL INSURANCE PROFESSIONALS CORP
 1040 NE HOSTMARK STREET #200
 POULSBO WA 98370-7454
 PHONE: (360)697-3611
 FAX: (360)697-3688

INSURED
BRUCE BOARD & CARE HOME #1 & #2
 12 BYRON COURT
 SAN FRANCISCO CA 94112

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: **UNITED NATIONAL INSURANCE COMPANY**
 COMPANY B:
 COMPANY C:
 COMPANY D:
 COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR (TR) | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-----------|--|---------------|----------------------------------|-----------------------------------|--|
| X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | CGA042899 | OCT 30 01 | OCT 30 02 | EACH OCCURRENCE \$ 1,000 |
| | FIRE DAMAGE (Any One Fire) \$ 100 MED. EXP (Any One Person) \$ EXCLUDE PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 3,000 PRODUCTS-COMP/OP AGG. \$ 300 | | | | |
| X | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CGA042899 | OCT 30 01 | OCT 30 02 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 |
| | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |
| X | OTHER: PROFESSIONAL LIABILITY | CGA042899 | OCT 30 01 | OCT 30 02 | \$1,000,000 PER OCCURRENCE \$3,000,000 AGGREGATE AGG LIMIT IS COMBINED PROF & CGL |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED UNDER THE ABOVE POLICY BUT ONLY AS THEIR INTERESTS MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS THE NAMED INSURED.

RE: 12 BYRON COURT, SAN FRANCISCO, CA & 255-259 GAMBETTA STREET DALY CITY, CA

CERTIFICATE HOLDER | **ADDITIONAL INSURED; INSURER LETTER:** | **CANCELLATION**

SAN MATEO COUNTY MENTAL HEALTH
 225 WEST 37TH AVENUE
 SAN MATEO, CA 94403

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Barry C. Clipsham*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

REVISION NO.

This is a 3 Year Fixed Rate Policy

EVEREST NATIONAL INSURANCE COMPANY

| | | | |
|-----------------------------------|---|-----------------------------------|--------------------------|
| NCCI Company Code No. 28312 | <input checked="" type="checkbox"/> New | <input type="checkbox"/> Revision | Policy No. 3900020388011 |
| <input type="checkbox"/> Renewal: | <input type="checkbox"/> Reissue: | <input type="checkbox"/> Rewrite: | of Prior Policy No. NEW |

| | | | | | | | | | |
|-------------------|---------------------|--|------------------|----------------|--------|-----|------|----|--------|
| Page 1 | Issue Date 08-15-01 | Acct. No. 90640 | Pol. Term 1 Year | Pay Term 1 Yr. | St. CA | Co. | Town | SG | % Adj. |
| Adjustment Date: | AUDITED | THIS INFORMATION PAGE, WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, COMPLETES THIS POLICY. | | | | | | | |
| Anniv. Rate Date: | | | | | | | | | |

| | |
|--|---|
| 1. NAMED INSURED AND MAILING ADDRESS BADILLA REYNARD (AN IND) & (SEE NAMED INSURED ENDT) 344 FRANKFORT STREET DALY CITY CA 94014-0000 | PRODUCER 39 AAFIS, LLC BRANCH CODE 010 37 GROVE STREET SAN FRANCISCO CA 94102 |
|--|---|

Insured is: Individual Partnership Corporation, or Other.

Other workplaces not shown above:

See Location Schedule

Insured's Identification number(s):

See Schedule

2. The policy period is from 07-01-2001 to 07-01-2002 at 12:01 A.M. Standard Time at the insured's mailing address.

| | | | |
|-------------------------|-------------|-------------|-------------------------|
| Each Old Installment \$ | Increase \$ | Decrease \$ | Each New Installment \$ |
|-------------------------|-------------|-------------|-------------------------|

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
CA

B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3A.
The Limits of our Liability under Part Two are:

| | | |
|---------------------------|-----------|---------------|
| Bodily Injury by Accident | 1,000,000 | each Accident |
| Bodily Injury by Disease | 1,000,000 | policy limit |
| Bodily Injury by Disease | 1,000,000 | each employee |

C. Other States Insurance: All states except North Dakota, Ohio, Washington, West Virginia, Wyoming and states designated in Item 3A of the Information Page.

D. This policy includes these endorsements and schedules:
See Schedule of Forms and Endorsements

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required on following Classification Schedule is subject to verification and change by audit. See Extension Schedule Attached.

| | | |
|-------------|---|---|
| \$ 2,534.00 | TOTAL ESTIMATED ANNUAL POLICY PREMIUM | If indicated, interim adjustments of premium shall be made: <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly |
| \$ | ADJUSTMENT PREMIUM DUE (Addl., or Return Premium - A minus figure means Return Premium) | |
| \$ 2,500.00 | MINIMUM PREMIUM | |
| \$ | DEPOSIT PREMIUM | |

Servicing Office:

Agent or Producer

Countersigned by Resident Licensed Agent

Date