

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CREEKSIDE MENTAL HEALTH REHABILITATION PROGRAM**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CREEKSIDE MENTAL HEALTH REHABILITATION PROGRAM, 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 ("Original Agreement") for professional services on February 2, 2007; and

WHEREAS, the parties entered into an Amendment to the Agreement on September 11, 2007, and

WHEREAS, the parties wish to execute a Second Amendment to the Agreement to increase the agreement maximum by \$109,420 to a new maximum of \$507,925.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY- FIVE DOLLARS (\$507,925).

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.

3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement, as amended on September 11, 2007 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne Trissier
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CREEKSIDE MENTAL HEALTH
REHABILITATION PROGRAM

Contractor's Signature

Date: _____

CREEKSIDE MENTAL HEALTH REHABILITATIVE PROGRAM
EXHIBIT A
FY 2006 - 2009

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

MENTAL HEALTH PROGRAM SERVICES

Contractor shall provide to the Behavioral Health and Recovery Services (BHRS) Division bed space for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care.

1. Admissions

- a. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of BHRS or designee, subject to the provisions of Paragraph A.2. of this Exhibit A.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of BHRS or designee. A signed authorization form shall indicate such approval

2. Patient Eligibility

- a. All admissions are subject to prior authorization by County. The following individuals shall be considered acceptable for admission:
 - 1) Individuals with a DSM diagnosis who are seriously mentally ill, are in need of twenty-four (24) hour skilled nursing services, and
 - 2) Individuals, who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness), which preclude them from being admitted into a lower level care facility.

- b. Frequency of these behaviors is a determining factor to be negotiated on an individual patient basis between County and Contractor. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.
3. Mental Health Rehabilitation Program Service Levels
- Contractor shall provide the basic service level in compliance with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Basic services shall also include reasonable access to medical treatment and up-to-date psychopharmacology, reasonable transportation to needed off-site services, and bilingual/bicultural programming.
4. Reporting
- a. The BHRS Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this agreement.
 - b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
 - c. Contractor will provide to the Director of the Health Department or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
 - d. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
 - e. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

B. GOALS AND OBJECTIVES

Goal 1: Permanent discharge to a more restrictive setting.

Objective 1: No more than twenty-five percent (25%) of all admissions will be discharged to an acute psychiatric level of care.

Goal 2: Increase in level of functioning.

Objective 1: At least fifty percent (50%) of clients will be discharged to a lower level of care.

Objective 2: At least fifty percent (50%) of clients will have an annual decrease in the number of acute hospital days compared to the year prior to their admission.

C. ADMINISTRATIVE REQUIREMENTS

1. Contractor shall submit a copy of any licensing report issued by a licensing agency to County BHRS Division Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report involving a client from San Mateo County.

2. Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

3. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County BHRS Division, including outcomes and satisfaction measurement instruments.

4. Cultural Competency

Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner.

CREEKSIDE MENTAL HEALTH REHABILITATIVE PROGRAM
EXHIBIT B
FY 2006 - 2009

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of 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.

A. For the term September 1, 2006 through April 30, 2007, County shall pay Contractor according to the following rates of payment:

1. County shall pay Contractor at a rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per bed, per day, on a negotiated rate basis for up to a maximum of two (2) dedicated beds, once each such the bed is initially occupied.
2. Contractor shall be paid at a rate of ONE HUNDRED SIXTY DOLLARS (\$160) per bed, per day, for "Priority Beds" for placements in addition (as needed) to the two (2) dedicated beds, described in Paragraph IV.A. of this Exhibit A.
3. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County. For San Mateo County clients placed in Contractor's facility who are not eligible for Medi-Cal, County shall pay at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$182.69) per bed, per day.

B. For the term May 1, 2007 through June 30, 2007, County shall pay Contractor according to the following rates of payment:

1. Contractor shall be paid for three (3) dedicated beds at a daily rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per bed, per day.

2. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County. For San Mateo County clients placed in Contractor's facility who are not eligible for Medi-Cal, County shall pay at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$182.69) per bed, per day.
- C. For the term July 1, 2007 through April 30, 2008, County shall pay Contractor according to the following rates of payment:
1. Contractor shall be paid for three (3) dedicated beds at a daily rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per bed, per day.
 2. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County. For San Mateo County clients placed in Contractor's facility who are not eligible for Medi-Cal, County shall pay at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$182.69) per bed, per day.
- D. For the term May 1, 2008 through June 30, 2008, County shall pay Contractor according to the following rates of payment:
1. Contractor shall be paid for five (5) dedicated beds at a daily rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per bed, per day.
 2. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County. For San Mateo County clients placed in Contractor's facility who are not eligible for Medi-Cal, County shall pay at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$182.69) per bed, per day.
- E. For the term July 1, 2008 through June 30, 2009, County shall pay Contractor according to the following rates of payment:

1. Contractor shall be paid for five (5) dedicated beds at a daily rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per bed, per day.
 2. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County. For San Mateo County clients placed in Contractor's facility who are not eligible for Medi-Cal, County shall pay at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$182.69) per bed, per day.
- F. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
- G. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County BHRS Division on or before the tenth (10th) working day of each month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Paragraph I.D. of this Exhibit A must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated. County reserves the right to change the claims instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- H. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$507,925).
- I. In the event this Agreement is terminated prior to June 30, 2009, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- J. Per DMH letter #84-10, this negotiated rate contract will require no cost reconciliation.

- K. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.

- L. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

- M. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Schedule A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200_

Signed _____ Title _____

Agency _____”