

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
FRONT STREET, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRONT STREET, INC., 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 board and care services on January 8, 2009; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on March 3, 2009, increasing the volume of services and extending the Agreement term; and

WHEREAS, the parties wish to amend the Agreement to extend the Agreement term through June 30, 2011 and to increase the agreement maximum by \$1,253,175 to a new maximum, of \$1,533,850.

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

1. Paragraph 3. Payments is hereby deleted and replace with the following:

**3. Payments**

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 ONE MILLION FIVE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,533,850).

2. Paragraph 4. Term and Termination is hereby deleted and replace with the following:

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2009 through June 30, 2011.

This Agreement may be terminated by Contractor, the Chief of the Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. The amended Exhibit A is hereby deleted and replaced with Exhibit A attached hereto.
4. The amended Exhibit B is hereby deleted and replaced with Exhibit B attached hereto.
5. All other terms and conditions of the Original Agreement, as amended on March 3, 2009, 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: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

FRONT STREET, INC.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

FRONT STREET, INC.  
FY 2008 – 2011  
Exhibit A

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

I. Description of Services to be Performed by Contractor

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

A. Drake House

1. Contractor shall provide room, board, twenty-four (24) hour care and supervision for older adults, ages sixty (60) and over, with serious and persistent mental illness. The residential program assists residents with medication and medical appointments as well as with a wide variety of daily living skills. Residential care includes weekly residential council meetings, house meetings, staff meetings, money management and structured activities. Contractor is designed to enable seniors with severe mental illness to live in an unlocked setting. Personal care and mental health services are also provided at the facility.

2. The program provides organized and structured mental health support services and treatment programs that maximize functioning of the participants. The program assists clients in decreasing symptoms or behaviors that can result in utilization of higher levels of care. Mental health services include, but are not limited to, assessment, evaluation, plan development, rehabilitation and collateral. The multi-disciplinary team includes licensed social workers, nursing staff, mental health coordinators and residential counselors. This team offers recovery oriented support services. Mental Health Services are intended to provide support while consumers work toward individual recovery goals and programs.

3. Contractor will also provide case coordination services to County clients that reside at Drake House. The County coordinator will continue to provide services for the first thirty (30) days at the facility, or until the client is determined to be stable in housing. When it is time for Contractor to take over coordination services, a meeting will be held between the Contractor coordinator, the County coordinator, and the resident. In order to be transferred to Contractor's coordination services, the County Coordinator must provide Contractor with a copy of the last annual assessment that is valid for at least two (2) months.

B. Opal Cliff

1. Contractor shall provide room, board, twenty-four (24) hour care and supervision for adults, ages eighteen to fifty-nine (18-59) years old, with serious and persistent mental illness, significant medical issues, including insulin dependent diabetes, and/or substance abuse related issues.

2. Contractor provides treatment services congruent to those needed to support individuals as they transition from a restrictive setting to this open community settings. These services will include:

1. Diabetes Management and Training by Nursing Staff
2. Case Management Services
3. Individual and Group Rehabilitation Counseling
4. Physical and Nutritional counseling
5. Skill development
6. Vocational and educational counseling services
7. Psychiatric and Medical Services

3. Contractor provides residents with individualized treatment, with a focus on personal goals and learning from past challenges. Residents will have the opportunity to develop skills in the following areas:

1. Medication Self-Mangement
  2. Diabetes Self-Management
  3. Symptom Self-Management
  4. Interpersonal Skills
  5. Community Reentry
  6. Employment Skills Development
  7. Recreation and Leisure
  8. Substance Abuse Management
  9. Friendship and Intimacy
- II. Administrative Requirements

A. 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.

B. Administering Satisfaction Surveys

Contractor shall facilitate the administration of all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

C. 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.

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director for Adult and Older Adult Services within ten (10) business days of Contractor's receipt of any such licensing report.

III. GOAL AND OBJECTIVES

GOAL 1: Clients shall be satisfied with services provided.

OBJECTIVE 1: At least ninety percent (90%) of clients shall rate services as satisfactory.

FRONT STREET, INC.  
FY 2008 – 2011  
Exhibit B

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. Drake House

1. For the period of January 1, 2009 through February 28, 2009, County shall pay Contractor for up to a maximum of three (3) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

2. For the period of March 1, 2009 through June 30, 2009, County shall pay Contractor for up to a maximum of five (5) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

3. For the period of July 1, 2009 through August 25, 2009, County shall pay Contractor for up to a maximum of five (5) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

4. For the period of August 26, 2009 through June 30, 2010, County shall pay Contractor for up to a maximum of ten (10) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

5. For the period of July 1, 2010 through June 30, 2011, County shall pay Contractor for up to a maximum of ten (10) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

B. Opal Cliff

1. For the period of August 26, 2009 through June 30, 2010, County shall pay Contractor for up to a maximum of ten (10) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

2. For the period of July 1, 2010 through June 30, 2011, County shall pay Contractor for up to a maximum of ten (10) beds per month at the rate of ONE HUNDRED FIVE DOLLARS (\$105) per bed, per day.

D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION FIVE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,533,850).

E. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.

F. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

G. Monthly Reporting

1. 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 prior month. Contractor shall submit an original invoice only (faxes are not accepted), and shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice, which shall include individual client days and the level of service provided as well as a monthly admit and discharge sheet.

2. County reserves the right to modify the description of services as the County deems necessary.

H. 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.

I. In the event this Agreement is terminated prior to June 30, 2011, the Contractor shall be paid for services already provided pursuant to this Agreement.

J. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit 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 this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_  
Agency \_\_\_\_\_ "