

**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 REHBILITATION 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 June 9, 2009 for a maximum obligation of \$739,825; and

WHEREAS, on December 1, 2009, your Board approved an amendment to the Agreement increasing the maximum obligation by \$147,965 to a new maximum of \$887,790; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to decrease the number of dedicated beds from six to four, decreasing the maximum obligation by \$204,930 to a new maximum of \$682,860.

WHEREAS, the parties wish to Amendment and clarify that Original Agreement.

**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 SIX HUNDRED EIGHTY-TWO THOUSAND EIGHT

HUNDRED SIXTY DOLLARS (\$682,860).

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 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: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

CREEKSIDE MENTAL HEALTH  
REHABILITATION PROGRAM

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

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

EXHIBIT A - SERVICES  
CREEKSIDE MENTAL HEALTH REHABILITATIVE PROGRAM  
FY 2009 – 2012

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

A. MENTAL HEALTH PROGRAM SERVICES

Contractor shall provide to the Behavioral Health and Recovery Services (BHRS) Division beds 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 Chief of Health System 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 13 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 (18<sup>th</sup>) 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.

EXHIBIT B – PAYMENTS AND RATES  
CREEKSIDE MENTAL HEALTH REHABILITATIVE PROGRAM  
FY 2009 – 2012

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 July 1, 2009 through June 15, 2010, County shall pay Contractor according to the following rates of payment:

1. Contractor shall be paid for six (6) dedicated beds at a daily rate of ONE HUNDRED THIRTY DOLLARS (\$130) 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.

B. For the term June 16, 2010 through June 30, 2011, County shall pay Contractor according to the following rates of payment:

1. Contractor shall be paid for four (4) dedicated beds at a daily rate of ONE HUNDRED THIRTY-FIVE DOLLARS (\$135) 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, 2011 through June 30, 2012, County shall pay Contractor according to the following rates of payment:
1. Contractor shall be paid for four (4) dedicated beds at a daily rate of ONE HUNDRED FORTY DOLLARS (\$140) 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. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
- E. 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.E. of this Exhibit B 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.
- F. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$682,860).

- G. In the event this Agreement is terminated prior to June 30, 2012, 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 Chief of the Health System.
- H. Per DMH letter #84-10, this negotiated rate contract will require no cost reconciliation.
- I. 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 Chief of the Health System or designee.
- J. The Chief of the Health System is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- K. 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.
- L. 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 \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Paul Duranczyk  
Name of 504 Person - Type or Print

Creekside Mental Health Rehabilitation Program  
Name of Contractor(s) - Type or Print

850 Sonoma Avenue  
Street Address or P.O. Box

Santa Rosa, CA 95404  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Creekside Mental Health Rehabilitation	Phone:	707.524.7030
Contact Person:	Paul Duranczyk	Fax:	707.568.7641
Address:	850 Sonoma Avenue Santa Rosa, CA 95404		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title