

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO  
AND EDGEWOOD CENTER FOR CHILDREN AND FAMILIES.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Edgewood Center for Children and Families, 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 on December 14, 2021, for full service partnership services for the term of July 1, 2021 through June 30, 2022 for a maximum amount of \$8,133,896; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$495,354 for a total amount not to exceed \$17,007,163 and extend the term through June 30, 2023.

WHEREAS, the parties wish to increase the agreement by \$6,471,922 for a total amount not to exceed \$23,479,065, and to extend term of the agreement for nine months through March 31, 2024;

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

- 1. Section 3. Payments** 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 herein and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 TWENTY THREE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SIXTY-FIVE DOLLARS

(\$23,479,065). County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June will be due by June 1st to facilitate timely payment.

2. **Section 5. Term and Termination** of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through March 31, 2024.

3. **Exhibit A1 is amended to read as follows:**

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.

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY THREE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SIXTY-FIVE DOLLARS (\$23,479,065) for the term of the agreement.

## D. Comprehensive Full-Service Partnership Services

3. FSP teams shall operate under policies and procedures that ensure:
  - a. Twenty-four (24) hour, seven (7) day a week availability of program staff by phone and in-person when necessary, including access to medication support services.
  - b. Staffing levels will be maintained according to contract. If vacancies occur, monthly updates regarding recruitment efforts will be provided to BHRS contract managers.
  - c. Continuity of care during inpatient episodes including visits with local hospitals that allow program staff to have regular contact with client and with inpatient treatment staff while client is hospitalized. After discharge from inpatient unit, client will meet with psychiatrist/prescriber within seven (7) days in accordance with State guidelines.
  - d. Continuity of care during criminal justice contacts.
  - e. Coordination with client's primary care physician.

### 5. Initiation of Services

No later than five (5) business days following authorization by County designated BHRS representative a member of the FSP team shall meet with the C/Y/TAY client and family (as applicable to TAY enrollees) to conduct an orientation and strengths assessment to enroll the client, and to set the groundwork for the first Multidisciplinary Team (MDT) meeting. If a meeting does not occur within the five (5) business days after referral, the referring provider will be notified of this change. An episode opening will be created in MIS no later than five (5) days after authorization by County designated BHRS representative. The MDT shall include the FSP team, other system providers, and the C/Y enrollee and family.

## 13. Admission and Discharge – Comprehensive FSP Services

- d. BHRS will review enrollee status and progress towards planned transition with the FSP supervisor and determine when the FSP program has met individual/family goals and discharge planning should be initiated, with a step down to less intensive services and natural supports. If there is consultation needed about consideration for a higher level of care, Contractor will request a Case Assistance meeting at the Interagency Placement Review Committee (IPRC).

E. Integrated Full-Service Partnership Services

5. Initiation of Services

I. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management within 24hrs when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

**4. Exhibit B1 is amended to read as follows:**

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.

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY THREE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SIXTY-FIVE DOLLARS (\$23,479,065) for the term of the agreement.

5. All other terms and conditions of the agreement, as previously amended, between the County and Agency 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: EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

DocuSigned by:

*Babak*

05/17/2023

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\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board