

**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 on July 25, 2017 for residential services for mentally ill clients, for the term July 1, 2017 through June 30, 2020, in the amount of \$551,420; and

WHEREAS, the parties wish to amend the Agreement to add one bed, increasing the maximum amount of the agreement by \$547,521 to a new maximum of \$1,098,941, extending the term of the agreement through June 30, 2022.

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." 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 NINETY-EIGHT THOUSAND NINE HUNDRED FORTY-ONE DOLLARS (\$1,098,941).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
4. Paragraph 4. Term is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2022.

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

FRONT ST, INC.



Contractor's Signature

Date: 3/13/2020

FRONT STREET, INC.
FY 2017 - 2022
Exhibit A1

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In full consideration of the payments herein described in Paragraph 3, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Behavioral Health and Recovery Services (BHRS) Mental Health Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

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 services are 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.

II. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Health Information Privacy and Accountability Act (HIPAA), Confidentiality Laws, and PHI Security

Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI, that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty – four (24) hours.

Contractor will develop and maintain written information Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

Confidentiality Training:

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize the County of San Mateo BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>

B. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

C. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

D. Record Retention

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 ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

E. Administering Satisfaction Surveys

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

F. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or ODE@smcgov.org.

Out of county contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit to HEIM (ODE@smcgov.org) by March 31st, documentation of their compliance.

Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (ODE@smcgov.org) to plan for appropriate technical assistance.

G. Licensing Report

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

H. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRM Mental Health & AOD Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.

Managed Care providers shall document services in accordance with the BHRM Managed Care Provider Manual and will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

I. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

J. Ineligible Employees

BHRM requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRM are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRM Quality Management (by completing the BHRM Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office Of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An

"Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov

2. California Department of Healthcare Services (DHCS)
Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

K. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

L. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

M. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

N. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

O. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRM Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

P. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

Q. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part

under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOAL AND OBJECTIVES

GOAL 1: To minimize inappropriate or unnecessary state and psychiatric acute hospitalization to the extent clinically appropriate.

OBJECTIVE 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Data will be provided by Contractor to County by-annually, June 1st and December 1st.

GOAL 2: To modify clients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

OBJECTIVE 1: At least seventy-five percent (75%) of all discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

Data will be provided by Contractor to County by-annually, June 1st and December 1st.

FRONT STREET, INC.
FY 2017 - 2022
Exhibit B1

In consideration of the services provided by Contractor in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

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. FY 2017-2018

For the period of July 1, 2017 through June 30, 2018, County shall pay Contractor for up to a maximum of four (4) beds per month at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND SEVENTY-EIGHT CENTS (\$125.78) per bed, per day.

For Bed Hold, County shall pay Contractor at the rate of ONE HUNDRED TWENTY DOLLARS AND THIRTY-NINE CENTS (\$120.39) per bed, per day.

For FY 2017-2018, total obligation shall not exceed ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND NINETY-SIX CENTS (\$174,997.96).

2. FY 2018-2019

For the period of July 1, 2018 through June 30, 2019, County shall pay Contractor for up to a maximum of four (4) beds per month at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND SEVENTY-EIGHT CENTS (\$125.78) per bed, per day.

For Bed Hold, County shall pay Contractor at the rate of ONE HUNDRED TWENTY DOLLARS AND THIRTY-NINE CENTS (\$120.39) per bed, per day.

For FY 2018-2019, total obligation shall not exceed TWO HUNDRED NINE THOUSAND EIGHT HUNDRED ONE DOLLARS AND FOUR CENTS (\$209,801.04).

3. FY 2019-2020

For the period of July 1, 2019 through June 30, 2020 County shall pay Contractor for up to a maximum of five (5) beds per month at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND SEVENTY-EIGHT CENTS (\$125.78) per bed, per day.

For Bed Hold, County shall pay Contractor at the rate of ONE HUNDRED TWENTY DOLLARS AND THIRTY-NINE CENTS (\$120.39) per bed, per day.

For July 1, 2019 through June 30, 2020 total obligation shall not exceed TWO HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS (\$230,681).

4. FY 2020-2021

For the period of July 1, 2020 through June 30, 2021 County shall pay Contractor for up to a maximum of five (5) beds per month at the rate of ONE HUNDRED THIRTY DOLLARS AND EIGHTEEN CENTS (\$130.18) per bed, per day.

For Bed Hold, County shall pay Contractor at the rate of ONE HUNDRED TWENTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$123.33) per bed, per day.

For July 1, 2019 through June 30, 2020 total obligation shall not exceed TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS (\$237,579).

5. FY 2021-2022

For the period of July 1, 2020 through June 30, 2021, County shall pay Contractor for up to a maximum of five (5) beds per month at the rate of ONE HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-THREE CENTS (\$134.73) per bed, per day.

For Bed Hold, County shall pay Contractor at the rate of ONE HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY-EIGHT CENTS (\$127.88) per bed, per day.

For July 1, 2020 through June 30, 2020, total obligation shall not exceed TWO HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$245,882).

B. Rates for Services:

1. Case Management described in Paragraph I).c.3. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.
2. Mental Health Services described in Paragraph I).c.2. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.
3. Psychiatric and Medical Services described in Paragraph I).c.1. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.

C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION NINETY-EIGHT THOUSAND NINE HUNDRED FORTY-ONE DOLLARS (\$1,098,941).

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. 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.

F. 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.
- G. 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 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

H. Medi-Cal Amendment

Contractor and County agree to amend this Agreement to include new requirements for this contract term pertaining to reimbursement for services provided, clinical documentation requirements, the contractor's quality assurance processes and procedures, and procedures for the disallowance of services when payment has already been made to the Contractor. Those new provisions have not been finalized in time to be included in this original Agreement and will be added through an Amendment to this Agreement during FY 2021-2022. Changes made through the Amendment will be made in order to be in compliance with State and federal requirements for the provision of Medi-Cal funded services, and will include any additional related provisions as deemed necessary by the County.

- I. In the event this Agreement is terminated prior to June 30, 2022, the Contractor shall be paid for services already provided pursuant to this Agreement.

J. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

K. The Chief of the Health System or designee 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.

L. 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 _____"