

AMENDMENT TO THE AGREEMENT WITH
AUREA JOYCE MIRANDA dba DUANE MANOR

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Duane Manor (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 23rd, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

“Contractor Name and Address:
Aurea Joyce Miranda
dba Redwood Care
188 Duane St.
Redwood City, California 94062”

“3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payments to Contractor in the manner specified herein and in Exhibit A. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. 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 total payment for services under this Agreement exceed ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$114,255).”

“Exhibit A of the Agreement between the County of San Mateo and Aurea Joyce Miranda dba Redwood Care” is amended as follows:

“II. **Amount and Method of Payment** (including timing of and tasks required for progress

payments, if applicable):

In full consideration of the services provided by Contractor pursuant to 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.

“1. County shall pay Contractor for up to a maximum of ten (10) beds per month according to the following rates of payment:

- a. For the first (1st) year of the contract term (July 1, 2001 through June 30, 2002), County shall pay Contractor at the rate of ONE HUNDRED DOLLARS (\$100) per month for a Step Down Level client and THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) per month for an Augmented Level client.
- b. After the first (1st) year, the rates may be negotiated annually. Negotiated rates would be based on Bay Area rate of inflation and available County financial resources.”

“3. Notwithstanding the method set forth herein for determining amounts due Contractor in consideration of services provided, in no event shall County pay or be obligated to pay to Contractor more than the sum of ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$114,255) for services. This amount reflects the maximum allowable for the contract term. It is understood that the monthly amounts may vary, and that client eligibility for this program may change throughout the course of the year.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Duane Manor, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

AUREA JOYCE MIRANDA
dba REDWOOD CARE

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By: Aurea Joyce Miranda

Date: _____

Date: MARCH 8, 2002

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

MEMORANDUM

DATE: February 25, 2002

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Caryl Fairfull, Mental Health/FAX x2841/PONY #MLH 322
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Redwood Care

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: no

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: 9

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

Table with 5 columns: COVERAGE, Amount, Approve, Waive, Modify. Rows include Comprehensive General Liability, Motor Vehicle Liability, Professional Liability, and Worker's Compensation.

REMARKS/COMMENTS:

Handwritten signature of Priscilla Morse above the word SIGNATURE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/04/02

PRODUCER
FERRER INSURANCE SERVICES, INC
2645 Ocean Ave. # 204
San Francisco, CA 94132

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A Fulcrum Insurance
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED
Lorna Buehler
dba Hillside Villa
758 Oddstad Blvd.,
Pacifica, CA 94044

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CP1052688	06/11/01	06/11/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROF. LIAB.				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
	THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
188 DUANE ST., REDWOOD CITY, CA 94062

CERTIFICATE HOLDER

ADDITIONAL INSURED:
SONOMA COUNTY MENTAL
3322 CHANATE RD.,
SANTA ROSA, CA 95404

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JUNE 4, 2002

POLICY NUMBER:
CERTIFICATE EXPIRES:

317-01 UNIT 0143801
10-1-02

SAN MATEO MENTAL HEALTH SERVICES
ATTN: CARYL FAIRFULL
225-37TH AVENUE
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ³⁰ten days' advance written notice to the employer.

We will also give you ³⁰TEN days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06/24/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PERPETUAL RCH & DUANE MANOR
768 ODDSTAD BLVD
PACIFICA CA 94044