AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this	day of	,
2003, by and between the COUNTY OF SAN MATEO (herei	inafter called "County") and	
BRUCE-BADILLA BOARD & CARE HOME (hereinafter ca	alled "Contractor"),	

WITNESSETH:

WHEREAS, on May 14, 2002, 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, on June 19, 2002, the parties hereto amended that agreement (hereinafter referred to as the "Original Agreement") to correctly describe services provided by Contractor to County as intended in that Original Agreement

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:

1. Section 2. Payments, Paragraph A. Mavimum Amouril, of the Original Agreement is hereby amended to read as follows:

"2. Payments

A. Marian Er and Parada Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY THOUSAND EIGHTY-SEVEN DOLLARS (\$240,087) for the contract term."

2. Section 4., Hold Harmless, of the Original Agreement is hereby amended to read as follows:

"4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to contractor. The employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code."

3. Section 10, Compliance with Applicable Laws, of the original agreement is hereby amended to read as follows:

"10. Compliance with Applicable Laws

ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations."

4. Schedule B of the original agreement is hereby amended to read as follows:

"SCHEDULE B

Bruce-Badilla Board & Care: 2002-2005

PAYMENT SCHEDULE

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

- 1. County shall pay contractor the maximum amount of SIXTY-SEVEN THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$67,268) for the period of July 1, 2002, to June 30, 2003, for the provision of a dedicated capacity of ten (10) beds.
- 2. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be paid at the rate of one-twelfth of the total obligation in SCHEDULE B.1. per month for the period of July 1, 2002 through March 31, 2003.
- 3. Contractor shall provide two additional beds per month beginning April 1, 2003. County shall pay contractor FIVE HUNDRED SIXTY DOLLARS AND FIFTY-SEVEN CENTS (\$560.57) per bed per month for these beds. Payment for these beds will be based upon actual utilization. Payment shall be prorated for months when beds are used less than the entire month at the rate of \$18.43 per day.
- 4. County shall pay contractor the maximum amount of SEVENTY THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$70,631) for all services provided during the period of July 1, 2002, to June 30, 2003.
- 5. Rate increases after the first (1st) year shall be at the sole discretion of the Director, or her designee. In no event shall the maximum, but not guaranteed, compensation exceed TWO HUNDRED FORTY THOUSAND EIGHTY-SEVEN DOLLARS (\$240,087). 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.
- 6. 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 preceding month.
- 7. Claims shall be on forms provided, in the format prescribed by County. All Claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.

- 8. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to contractor under this Agreement or any other agreement.
- 9. With prior approval of the Mental Health Director or her designee, if Contractor provides transportation for clients in Contractor's automobile, County shall pay Contractor a lump sum payment of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225) annually not to exceed SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675) over the term of the agreement for insurance cost incurred. Such payment will be for the purpose of helping to defray Contractor's expense in obtaining personal automobile liability insurance at the limits required by County. Up-to-date proof of insurance must be received and approved by County before payment will be made."

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 of May 14, 2002, 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.

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BRUCE-BADILLA BOARD & CARE

By: Rose Jacob Gibson, President Board of Supervisors, San Mateo County	By: ligana fruct-fadilla
Date:	Date: 5 20 03
ATTEST:	
By:Clerk of Said Board	
Date:	

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification									
Name of Contractor:	Bruce-Badilla Board and Care								
Contact Person:	Ligaya Bruce-Badilla								
Address:	344 Frankfort Street								
	Daly City, CA 94014								
Phone Number:	415-587-0539 Fax Number: 415-587-2750								
II Employees									
Does the Contractor have	e any employees? / Yes No								
Does the Contractor prov	ide benefits to spouses of employees?YesNo								
"If the answer	o one or both of the above is no, please skip to Section IV.*								
III Equal Benefits Compli	ance (Check one)								
its employees with s Yes, the Contractor employees in lieu of No, the Contractor of The Contractor is un									
IV Declaration									
	of perjury under the laws of the State of California that the rect, and that I am authorized to bind this entity contractually.								
Executed thisdh_ day o	f <u>ими</u> , 2003 at <u>рам сли</u> , <u>СА</u> . (City) (State)								
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LICENIBEE ADMILLI									
Title	Contracts Touridant/Contine Museline								

TO:

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

Priscilla Morse,	Risk Manag	rement/Insura	nce Division

DATE: May 14, 2003

John Klyver, Mental Health Services/PONY #MLH 322 FROM:

CONTRACTOR: Bruce-Badilla Board and Care

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

Yes NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability: \$1,000,000 \$1,000,000 Motor Vehicle Liability: \$1,000,000 Professional Liability:

Worker's Compensation: SYes_

REMARKS/COMMENTS:

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	HIRED AUTOS					BODILY INJURY	s			
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ACORD 25 (2001/08)

Certificate # 28643

Barry C. Clipsham

Sep 22 02 08:10a

PLEASE READ YOUR POLICY

POLICY NL ERICA 0-09-47-691-3
This declarations Page/Amended Declaration page with the policy jacket identified by the form and edition date indicated completes the above numbered policy.

Previous policy no.

Form 1050

Ed. 1194

RESIDENTIAL CARE

DECLARATIONS NAMED INSURED

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RYNRD BADILLA PAGE 1 DF 3 LIGAYA & BRCE-BOLLA CARE HOME 344 FRANKFORT ST. DALY CITY CA 94014

NEK INSURANCE INC #1 PD BOX 809 EL CERRITO CA 94530 POLICY TERM: SEP 20, 2002 TO SEP 20, 2003 This policy incepts the later of: 1, the time the application for insurance is executed on the first day of the policy period; or 2, 12:01 a.m. on the first day of the policy period.

This policy shall expire at 12:01 a.m. on the last day of the policy period.

COMMERCIAL VEHICLE INSURANCE

CA-92874

PROGRESSIVE CASUALTY INS. CO. P.O. BOX 94739, CLEVELAND, OHIO 44101 1-800-444-4487

The following coverage and limits apply to the described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No changes will be effective prior to the time changes are requested.

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

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HIRED AUTO LIABILITY		\$112
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NON-OWNED AUTO LIABILITY	•	\$67
SINGLE LIMIT BODILY INJURY \$1,000,000 E	ACH ACC	, ,
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NUMBER OF EMPLOY	EE2 (0-10)	

FILING FEES TOTAL POLICY PREMIUM \$0.00 \$2,623.00

ATTACHMENT IDENTIFIED BY FORM NUMBER

(05-97) 8470 (07-97) (12-86) 1891 (11-94) 1197 (08-93) 3644

DRIVERS PAGE 2 , COVERED VEH PAGE

> ICC-N MCS90-N PUC-N N-HTO

Any loss under Part | | | is payable as interest may appear to named insured and above loss payee: Sase No: BGO 02259 XXXX

Prog Premium Budget: R/R 100 1 % Factor Used

F/R 062000

Countersigned:

INSURED COPY

CVWE0917011217L111301

PLEASE READ YOUR POLICY POLICY A SR CA 0~09-47-691-3
This deciarations Page/Amended Deciaration page with the policy jacket identified by the form and edition date indicated completes the above numbered policy. Form 1050 Ed. 1194 RESIDENTIAL CARE Previous policy no.

DECLARATIONS

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NAMED INSURED

PO BOX 809

EL CERRITO

NEK INSURANCE INC #1

COMMERCIAL VEHICLE INSURANCE

RYNRD BADILLA LIGAYA &

PAGE 3 OF BRCE-BDLLA CARE HOME 344 FRANKFORT ST.

CA 94014 DALY CITY

POLICY TERM: SEP 20, 2002 TO SEP 20, 2003

This policy incepts the later of: 1, the time the application for insurance is executed on the first day of the policy period; or 2, 12:01 a.m. on the first day of the policy period. This policy shall expire at 12.01 a.m. on the last day of the policy period.

CA-92874

CA 94530

PROGRESSIVE CASUALTY INS. CO.

P.O. BOX 94739, CLEVELAND, OHIO 44101 1-800-444-4467

The following coverage and limits apply to the described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and andorsements. No changes will be effective prior to the time changes are requested.

SCHEDULE OF COVERED VEHICLES

VEH DR TRADE BODY VEH TER RAD DSC DSC TYPE CLS NO ZIP IUS COD PCT YR NAME SERIAL NO NO ΝО 530 90 94014 50 672 1-01 2 97 HONDA ACCORD 1H6C05538VA258903

LIABILITY PREMIUM BY VEHICLE

VEH NO	LIAB	MED Pay	UM/UIM BI	מא/פם
1	\$1,592	\$69	\$197	\$64

PHYSICAL DAMAGE PREMIUM BY VEHICLE

VEH	COMP OF	FT/CAC		COLLIS	100	ON-HOOK				VEH
NO	TYPE	DED	PREM	DED	PREM	LIMIT	DED		PREM	TOTAL
1	COMP	\$500	\$93	\$500	\$429			•		\$2,444

Any loss under Part 111 is payable as interest may appear to named insured and above loss payee: 15.0 CAICSIIC Case No: BGO 02259 XXXX

CL Prog Premium Budget: PA 1001 % Factor Used:

F/R 062000

Countersigned:

INSURED COPY

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