

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ESTELA AGUILAR DBA ESTELA'S PLACE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ESTELA AGUILAR DBA ESTELA'S PLACE, 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, on November 15, 2004 the County Manager approved an Agreement with Estela Aguilar dba Estela's Place for the purpose of performing professional services on, and

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

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

1. Paragraph **3. Payments**, is deleted and replaced to read as follows:
 3. Payments.
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 contract exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$108,336).
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. Paragraph **12. Non-Discrimination** is hereby deleted and replace with the following:
 - 12. Non-Discrimination and Other Requirements**
 - A. *Section 504 applies only to Contractors who are providing services to*

members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records of Patient Service Technicians providing on-site services under this Agreement with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities in any court of any complaint of discrimination or the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the

complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

5. All other terms and conditions of the agreement dated November 15, 2004 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: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ESTELA AGUILAR DBA ESTELA'S PLACE

Estela Aguilar Chirolo
Contractor's Signature

Date: 2/28/06

ESTELA AGUILAR DBA ESTELA'S PLACE
FY 2004-07
Exhibit A

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

I. Description of Services to be Performed by Contractor

In addition to the services required by license, Contractor shall provide under the general supervision of the department, services described below in a manner consistent with the terms and provisions of this Agreement.

- A. Contractor shall operate a licensed residential care home in compliance with the State of California Community Care Licensing standards for County clients referred by County Mental Health Services for supplemental services. County shall assess and pre-approve clients for supplemental payment. No approvals will be made prior to evaluation of the client by Resource Management.
- B. Facility Administrator must arrange for, and provide documentation of, ten (10) hours of continuing education or training per employee, per year, above and beyond what is required by Community Care Licensing. Trainings provided by Resource Management throughout the year may be used for this purpose, as well as outside trainings.
- C. Maintain individual client records in accordance with County and state requirements. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.
- D. Participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
- E. Participate in required monthly supplemental services meetings and trainings as set up by Resource Management. Additional continuing education or other training may not be substituted for the monthly meetings.
- F. Must notify and submit a copy of any licensing report noting a deficiency issued by licensing agency to Resource Management within forty-eight (48) hours from date received. Failure to comply with this provision will result in suspension from the program.

- G. Retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

H. STEP DOWN SERVICES

Contractor shall receive a "step down" rate for clients who no longer require "augmented services". "Step down" should include basic services provided by a licensed residential care facility, identified in Title 22, Division 6, Chapters 6 and 8, Community Care Licensing Policies and Procedures, which are hereby incorporated by reference herein.

I. AUGMENTED SERVICES

In addition to the basic services provided to "step down" clients contractor shall provide the following additional services to clients who are assessed to need "augmented services":

1. Behavioral interventions, such as redirection or group meetings with client and case manager, for clients who consistently exhibit behavior problems such as altercations with peers, non-compliance with house rules and / or disruptive behaviors that impact other clients in the home.
2. Provide assistance to clients who need additional support around personal hygiene and toileting issues.
3. Provide the support needed to assist client in managing his/her basic needs and handling of the day to day routine. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as budgeting and managing money, shopping and doing laundry.
4. Provide individualized special diets and/or meals to clients.

II. Administrative Requirements

- A. Paragraph 14 of the Agreement and Paragraph I.A. of Exhibit A 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 (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor shall facilitate the administration of all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

- C. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

III. GOAL AND OBJECTIVE

GOAL 1: Clients shall be satisfied with services provided.

OBJECTIVE 1: At least eighty percent (80%) of clients shall rate services as satisfactory.

ESTELA AGUILAR DBA ESTELA'S PLACE
FY 2004-07
Exhibit B

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. County shall pay Contractor for up to a maximum of six (6) beds per month according to the following rates of payment:

1. For the first (1st) year of the contract term (July 1, 2004 through June 30, 2005), County shall pay Contractor at the rate of THREE DOLLARS AND FORTY-NINE CENTS (\$3.49) per client, per day for Step Down Level services and THIRTEEN DOLLARS AND NINE CENTS (\$13.09) per client, per day for Augmented Level services.

B. County shall pay Contractor for up to a maximum of eight (8) beds per month according to the following rates of payment:

1. For the second (2nd) year of the contract term (July 1, 2005 through June 30, 2006), County shall pay Contractor at the rate of THREE DOLLARS AND FIFTY-NINE CENTS (\$3.59) per client, per day for Step Down Level services and THIRTEEN DOLLARS AND FORTY-EIGHT CENTS (\$13.48) per client, per day for Augmented Level services.

2. For the third (3rd) year of the contract term (July 1, 2006 through June 30, 2007), County shall pay Contractor at the rate of THREE DOLLARS AND FIFTY-NINE CENTS (\$3.59) per client, per day for Step Down Level services and THIRTEEN DOLLARS AND FORTY-EIGHT CENTS (\$13.48) per client, per day for Augmented Level services.

C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$108,336).

- D. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86-01:
1. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities can be limited to seven (7) days per month. Such payment is allowable only under all of the following conditions:
 - a. the absence is consistent with the client's service and treatment plans;
 - b. the absence is necessary for the client's progress or maintenance at this level of care;
 - c. the absence is planned, or anticipated; and
 - d. the absence, as well as the purpose(s) of the absence, are documented.
 2. Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), except as provided in section II, paragraph C(a) above, can be limited to ten (10) days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility, and if the purpose(s) is documented.
- E. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph 3.
- F. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the agreement.
- G. 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.
- H. 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.
- I. In the event this Agreement is terminated prior to June 30, 2007, Contractor shall be paid for services already provided pursuant to this Agreement.
- J. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.
- K. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County.
- 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 _____, 200_

Signed _____ Title _____

Agency _____"

COUNTY OF SAN MATEO

MEMORANDUM

DATE: October 25, 2004

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

CONTRACTOR NAME: Estela Agullar dba Estela's Place

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: Yes

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: No

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

<u>COVERAGE:</u>	<u>Amount</u>	<u>Approve</u>	<u>Waive</u>	<u>Modify</u>
Comprehensive General Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	\$ No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2005

PRODUCER
NEWS FINANCIAL & INSURANCE SERVICES
760 NORTH EUCLID STREET
SUITE 202
ANAHEIM, CA 92801

714-520-3070

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.

INSURED
ESTELA AGUILAR CHIROLO
DBA: ESTELA'S PLACE
1728 S. NORFOLK STREET
SAN MATEO, CA 94403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GRANITE STATE INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ/JECT <input type="checkbox"/> LOC	02-LX-8997025-0	10/14/2005	10/14/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS & COMP/OP AGG \$ INCLUDED
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY > EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE > EA EMPLOYEE \$ E.L. DISEASE > POLICY LIMIT \$
A		OTHER PROFESSIONAL LIABILITY	02-LX-8997025-0	10/14/2005	10/14/2006	\$ 1,000,000- AGGREGATE \$ 1,000,000- OCCURRENCE

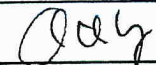
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
LOCATION # 1) STELA'S PLACE- 1728 S. NORFOLK STREET, SAN MATEO, CA 94403
ABUSE & MOLESTATION (SUBLIMIT) - \$300,000 AGGREGATE / \$ 100,000 OCCURRENCE

CERTIFICATE HOLDER

[Empty space for Certificate Holder Name]

CANCELLATION

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

AUTHORIZED REPRESENTATIVE 



STATE FARM INSURANCE COMPANIES

State Farm Mutual Automobile Insurance Company

6400 State Farm Drive
Rohnert Park CA 94926

333Q -2997 A

CHIROLO, ESTELLA A & DANIEL
1728 S NORFOLK ST
SAN MATEO CA 94403-1120



Your premium is based on the following... If not correct, contact your agent.

1994 GMC SUBURBAN VIN 1GKFK16KXRJ771239

Class 1B3HC111

Driving Safety Record Rate Level 1 (See description on back).

Driven over 7,500 miles annually. (National average is 12,000 miles annually.)

There are no male or unmarried female drivers with less than 9 years driving experience.

Pleasure use or commuting to and from work or school.

Additional Information...

1 Endorsement 6127FF effective MAR 01 2006.
Your State Farm Payment Plan number is 0340643902.

IMPORTANT: It is important that you READ the enclosed explanation of SIGNIFICANT CHANGES TO YOUR POLICY.

The following list of drivers is shown for informational purposes only and does not extend or expand coverage beyond that contained in this automobile policy. Our records indicate the persons listed below are the only licensed drivers reported to us:

ESTELLA CHIROLO, DANIEL CHIROLO, DEITER WALDMANN.

If the above information is inaccurate or incomplete, please contact your agent immediately to make corrections.

AUTO RENEWAL

POLICY NUMBER D60 0938-C01-05E

MAR 01 2006 to SEP 01 2006

DATE DUE

PLEASE PAY THIS AMOUNT

THIS IS NOT A BILL.

Coverages and Limits		Premium
A	Liability 1,000,000	
	Bodily Injury & Property Damage	307.
C	Medical Payments 10,000	33.
D	500 Deductible Comprehensive	30.
G	500 Deductible Collision	143.
U	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	20.
U1	Uninsured Motor Vehicle	
	Property Damage	2.
Total Premium		\$538.!

Your premium has already been adjusted by the following:

Premium Reductions		
	Multicar	107.!
	Vehicle Safety	3.!
	Driving Safety Record	359.!
	California Good Driver	134.!
	Loyalty	102.!

Thanks for letting us serve you...

Agent CRAIG ICHIUJI
Telephone (650)342-8857

16 7742 6020

See reverse side for important information
Please keep this part for your record.

Prepared JAN 24 2006