

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PLEASANT CARE
CORPORATION OF MILLBRAE DBA EMMANUEL RESIDENTIAL OF MILLBRAE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PLEASANT CARE CORPORATION OF MILLBRAE DBA EMMANUEL RESIDENTIAL OF MILLBRAE, 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 for professional services on February 12, 2008, and

WHEREAS, the parties wish to amend the Agreement to extend the Agreement term through June 30, 2009 and to increase the agreement maximum by \$132,970 to a new maximum of \$232,970.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3.

Payments below:

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 Agreement exceed TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$232,970).

2. Paragraph 2. Contract Term is hereby deleted and replaced with Paragraph 4.

Term and Termination below:

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Health or

designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Paragraph 11. Non-Discrimination is hereby deleted and replace with Paragraph 11. Non-Discrimination and Other Requirements below:

11. 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 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 person in any court of any complaint of discrimination or the filing by any person 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.
- 4. Exhibit A is being deleted and replaced with Exhibit A & B attached hereto.
 - 5. All other terms and conditions of the agreement dated February 12, 2008 between the County and Contractor shall remain in full force and effect.

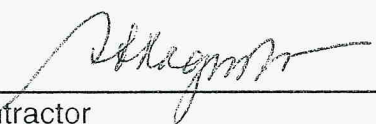
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President
Board of Supervisors

Date: _____

PLEASANT CARE CORPORATION OF MILLBRAE
DBA EMMANUEL RESIDENTIAL OF MILLBRAE



Contractor

Date: 6-13-08

PLEASANT CARE CORPORATION OF MILLBRAE
DBA EMMANUEL RESIDENTIAL OF MILLBRAE
FY 2007 – 2009
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.

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 Behavioral Health and Recovery Services (BHRS) 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.

A. STEP DOWN SERVICES

Contractor shall receive a "step down" rate for clients receiving 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. "Step down" services shall be provided for those clients who do not require "augmented services".

B. 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. 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.
- B. Contractor shall 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.
- C. Contractor shall participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
- D. Contractor shall 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.
- E. Contractor shall 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 of payment.
- F. Contractor shall 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.

G. 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 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.

H. Administering Satisfaction Surveys

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

I. Contractor shall submit a copy of any licensing report issued by a licensing agency to County BHRS Division Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

III. GOALS AND OBJECTIVES

GOAL 1: Clients shall be satisfied with services provided.

OBJECTIVE 1: At least ninety percent (90%) of clients shall rate services as good or better.

PLEASANT CARE CORPORATION OF MILLBRAE
DBA EMMANUEL RESIDENTIAL OF MILLBRAE
FY 2007 – 2009
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. For the period of July 1, 2007 through March 31, 2008, County shall pay Contractor for up to a maximum of twenty (20) beds per month according to the following daily rates of payment:

County shall pay Contractor at the daily bed rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) for Step Down services and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) for Augmented services.

- B. For the period of April 1, 2008 through June 30, 2008, County shall pay Contractor for up to a maximum of twenty-five (25) beds per month according to the following daily rates of payment:

County shall pay Contractor at the daily bed rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) for Step Down services and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) for Augmented services.

- C. For the period of July 1, 2008 through June 30, 2009, County shall pay Contractor for up to a maximum of twenty-five (25) beds per month according to the following daily rates of payment:

County shall pay Contractor at the daily bed rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) for Step Down services and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) for Augmented services.

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$232,970).
- E. 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 2(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.
- F. Budget modifications may be approved by the Director of Health or designee, subject to the maximum amount set forth in Paragraph D.
- 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 acceptable), and shall include a summary of services and changes 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, 2009, the 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 _____"