



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: October 21, 2011
BOARD MEETING DATE: November 15, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Amendment to the Agreement with Mary Jane Que Doing Business As Simple Living Adult Residential Facility/Simple Living 2 Residential Care Home for Elderly

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute an Amendment to the Agreement with Mary Jane Que Doing Business As Simple Living Adult Residential Facility/Simple Living 2 Residential Care Home for Elderly for the provision of residential board and care services to mentally ill clients, increasing the maximum obligation by \$51,800 to a new maximum of \$143,075, with no change to the term of July 1, 2010 through June 30, 2013.

BACKGROUND:

On May 10, 2010, the County Manager approved an Agreement with Mary Jane Que doing business as Simple Living, for the term July 1, 2010 through June 30, 2013, to provide residential board and care services to mentally ill adult female clients between the ages of eighteen to sixty for a total of six beds. This Contractor provides two levels of service, the Step Down Service Level and the Augmented Service Level. Clients at the Step Down Service Level are generally more independent and stable, requiring lower levels of supervision and less intensive services. The Augmented Service Level is for more seriously mentally ill clients who require a higher level of supervision and services including more intensive mental health services, social skills training and assistance with activities of daily living.

DISCUSSION:

The Amendment addresses two changes being made. The name of the facility is being changed from Mary Jane Que doing business as Simple Living to Mary Jane Que doing business as Simple Living Adult Residential Facility/Simple Living 2 Residential Care Home for Elderly, and adding a board and care home to the existing owner/operator. Through this Amendment, Contractor will provide residential care services for older adult female clients between the ages of thirty-four to sixty-five increasing the number of beds available from six to twelve. These services will enhance successful community living

and avoid a more costly, higher level of care. The term of the Agreement remains July 1, 2010 through June 30, 2013.

The Amendment and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community through the provision of residential board and care services to mentally ill clients. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of residential board and care services is one established level of care. The services provided contribute to this measure. It is anticipated that 91% of clients who receive services shall rate services as good or better.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Minimum percentage of client survey respondents who shall rate services as good or better.	91%	91%

FISCAL IMPACT:

The term of the amended Agreement remains July 1, 2010 through June 30, 2013. The Agreement maximum is being increased by \$51,800 to a new maximum of \$143,075. For FY 2011-12 the budgeted maximum is being increased by \$21,403, which has been included in the BHRS FY 2011-12 Adopted Budget. Of that amount, sales tax through Realignment will fund \$19,263 and the Net County Cost will be \$2,140. Similar arrangements have been made for FY 2012-13.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH MARY JANE QUE DOING BUSINESS AS SIMPLE LIVING ADULT RESIDENTIAL FACILITY/SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY FOR THE PROVISION OF RESIDENTIAL BOARD AND CARE SERVICES, INCREASING THE MAXIMUM OBLIGATION BY \$51,800 TO A NEW MAXIMUM OF \$143,075, WITH NO CHANGE TO THE TERM OF JULY 1, 2010 THROUGH JUNE 30, 2013

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on May 10, 2010, the County Manager approved an Agreement with Mary Jane doing business as Simple Living, by Agreement Number 61000-11-C013, for the provision of residential board and care services to mentally ill clients, for a maximum obligation of \$91,275; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a First Amendment to the Agreement, reference to which is hereby made for further particulars, whereby Contractor shall change the name to Mary Jane Que doing business as Simple Living Adult Residential Facility/Simple Living 2 Residential Care Home for Elderly, and increase the number of beds from six client beds to twelve client beds; and

WHEREAS, the maximum obligation is being increased by \$51,800 to a new maximum obligation of \$143,075 with no change to the Agreement term of July 1, 2010

through June 30, 2013; and

WHEREAS, this Board has been presented with a form of the First Amendment and has examined and approved it as to both form and content and desires to enter into this Amended Agreement.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said First Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARY JANE QUE DOING BUSINESS AS SIMPLE LIVING ADULT RESIDENTIAL
FACILITY/SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MARY JANE QUE DOING BUSINESS AS SIMPLE LIVING ADULT RESIDENTIAL FACILITY/SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY, 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 residential board and care services on May 10, 2010; and

WHEREAS, the parties wish to amend the Agreement adding a board and care home and six beds.

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:

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 ONE HUNDRED FORTY-THREE THOUSAND SEVENTY-FIVE DOLLARS (\$143,075).

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

Subject to compliance with all terms and conditions, the term of this Agreement

shall be from July 1, 2010 through June 30 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 5. Workers' Compensation Insurance is hereby deleted.
4. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 9. Insurance below:

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance The Contractor shall take out and maintain during the

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

5. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 7. Hold Harmless below:

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, (C) 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 (D) 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.

6. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 10. Compliance with Laws; Payment of Permits/Licenses below:

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

7. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 11. Non-Discrimination below:

A. *Section 504 applies only to Contractor 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

- 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.

8. Paragraph 14. Retention of Records is hereby deleted and replaced with the Paragraph 13. Retention of Records below:

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

9. Paragraph 5. Availability of Funds below is hereby added:

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

10. Paragraph 12. Compliance with Contractor Employee Jury Service Ordinance below is hereby added:

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.

11. Paragraph 16. Notices below is hereby added:

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery

with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Mary Jane Que
doing business as Simple Living Adult Residential Facility/
Simple Living 2 Residential Care Home for Elderly
1697 South Norfolk Street
San Mateo, CA 94403

12. Exhibit A is hereby deleted and replaced with the Exhibit A and Exhibit B attached hereto.
13. All other terms and conditions of the agreement dated May 10, 2010 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: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MARY JANE QUE DOING BUSINESS AS
SIMPLE LIVING ADULT RESIDENTIAL FACILITY/
SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY

Contractor's Signature

Date: _____

EXHIBIT A – SERVICES
MARY JANE QUE DOING BUSINESS AS SIMPLE LIVING ADULT RESIDENTIAL
FACILITY/SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY
FY 2010 - 2013

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.

1. 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.
2. 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.
3. 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.
4. Participate in County's Management Information System. Supply needed documentation and information to the BHRS Program Office in a timely manner.
5. 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.
6. 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.

7. 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.

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. Directly provide or coordinate transportation for clients to medical appointments.
5. Provide individualized special diets and/or meals to clients.
6. Post community event calendars and encourage clients to attend activities.

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.

II. ADMINISTRATIVE REQUIREMENTS

A. Paragraph 13 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.

B. Administering Satisfaction Surveys

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

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

III. GOAL AND OBJECTIVES

GOAL 1: Clients shall be satisfied with services provided.

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

EXHIBIT B – PAYMENTS AND RATES
MARY JANE QUE DOING BUSINESS AS SIMPLE LIVING ADULT RESIDENTIAL
FACILITY/SIMPLE LIVING 2 RESIDENTIAL CARE HOME FOR ELDERLY
FY 2010 - 2013

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, 2010 through June 30, 2011), County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) per day for a Step Down Level client and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) per day for an Augmented Level client.
2. For the second (2nd) year of the contract term (July 1, 2011 through October 17, 2011), County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) per day for a Step Down Level client and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) per day for an Augmented Level client.

B. County shall pay Contractor for up to a maximum of twelve (12) beds per month according to the following rates of payment:

1. For the third (3rd) year of the contract term (October 18, 2011 through June 30, 2012), County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) per day for a Step Down Level client and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) per day for an Augmented Level client.

2. For the third (3rd) year of the contract term (July 1, 2012 through June 30, 2013), County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) per day for a Step Down Level client and THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) per day for an Augmented Level client.
- C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-THREE THOUSAND SEVENTY-FIVE DOLLARS (\$143,075).
 - D. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86-01:
 - a. 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:
 - 1) the absence is consistent with the client's service and treatment plans;
 - 2) the absence is necessary for the client's progress or maintenance at this level of care;
 - 3) the absence is planned, or anticipated; and
 - 4) the absence, as well as the purpose(s) of the absence, are documented.
 - b. 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 Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph C.

- F. 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.
- 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, 2013, 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. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Mary Jane Que
Name of 504 Person - Type or Print

Mary Jane Que dba Simple Living Adult Residential Facility/
Simple Living 2 Residential Care Home for Elderly
Name of Contractor(s) - Type or Print

1697 South Norfolk Street
Street Address or P.O. Box

San Mateo, CA 94403
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."