

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
A&C HEALTH CARE SERVICES, INC. DOING BUSINESS AS MILLBRAE MANOR**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and A&C HEALTH CARE SERVICES, INC. DOING BUSINESS AS MILLBRAE MANOR, 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 July 13, 2010, for a maximum obligation of \$389,312; and

WHEREAS, on March 27, 2012, your Board approved a first amendment to the Agreement increasing the number of beds from twenty-five to thirty-two, and increasing the maximum obligation by \$31,730 to a new maximum of \$421,042, with no change to the term of the Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time, increasing the number of beds from thirty-two to forty, and increasing the maximum obligation by \$190,749, to a new maximum of \$611,792, with no change to the term of the Agreement.

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

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 SIX HUNDRED ELEVEN THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$611,792).

2. Exhibit A is hereby deleted and replaced with the Exhibit A and Exhibit B attached hereto.
3. All other terms and conditions of the agreement dated July 13, 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

A&C HEALTH CARE SERVICES, INC.
DOING BUSINESS AS MILLBRAE MANOR


Contractor's Signature

Date: 6-20-12

EXHIBIT A – SERVICES
A&C HEALTH CARE SERVICES, INC.
DOING BUSINESS AS MILLBRAE MANOR
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.

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 (July 1, 2010 – June 30, 2013)

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 (July 1, 2010 – June 30, 2012)

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.

C. ENHANCED AUGMENTED SERVICES (July 1, 2012 – June 30, 2013)

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 “enhanced 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.
7. Administer oxygen as specified in Title 22 Section 87618.

8. Provide catheter care as specified in Title 22 Section 87623.
9. Provide diabetes care as specified in Title 22 Section 87628.
10. Give injections as specified in Title 22 Section 87629.
11. Provide incontinence care as specified in Title 22 Section 87625.
12. Provide Hospice care as specified in Title 22 section 87612.

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 BHRS 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 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.

H. Administering Satisfaction Surveys

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

I. Contractor shall submit a copy of any licensing report issued by a licensing agency to Behavioral Health 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 satisfactory.

EXHIBIT B – PAYMENTS AND RATES
A&C HEALTH CARE SERVICES, INC.
DOING BUSINESS AS MILLBRAE MANOR
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 twenty-five (25) 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 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.
2. For the second (2nd) year of the contract term (July 1, 2011 through March 31, 2012), 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. County shall pay Contractor for up to a maximum of thirty-two (32) beds per month according to the following rates of payment:

1. For the second (2nd) year of the contract term (April 1, 2012 through June 30, 2012), County shall pay Contractor at the daily bed rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) for Step Down services and TWENTY-ONE DOLLARS AND SEVENTY-FOUR CENTS (\$21.74) for Augmented services.

C. County shall pay Contractor for up to a maximum of forty (40) beds per month according to the following rates of payment:

1. For the third (3rd) year of the contract term (July 1, 2012 through June 30, 2013), County shall pay Contractor at the daily bed rate of THREE DOLLARS AND SEVENTY CENTS (\$3.70) for Step Down services and TWENTY-ONE DOLLARS AND SEVENTY-FOUR CENTS (21.74) for Enhanced Augmented services.
- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED ELEVEN THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$611,792).
- 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 Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph B.

- G. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period 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.
- H. Authorizing the Chief of the Health System or the Chief's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.

M. 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.

N. Invoice/Claims Certification and Program Integrity

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

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

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice/claim 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.

Amparo B. Ragudo
Name of 504 Person - Type or Print

A&C Health Care Services, Inc. doing business as Millbrae Manor
Name of Contractor(s) - Type or Print

1001 Hemlock
Street Address or P.O. Box

Millbrae, CA 94030
City, State, Zip Code

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

[Signature]
Signature
C.F.O.

Title of Authorized Official

6-20-12
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."