

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ELSA PASCUAL DOING BUSINESS AS ST ANNE'S RESIDENTIAL CARE HOME**

THIS THIRD AMENDMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ELSA PASCUAL DOING BUSINESS AS ST ANNE'S RESIDENTIAL CARE HOME hereinafter called "Contractor";

WITNESSETH:

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 June 17, 2013, the Chief of the Health System approved an agreement with Elsa Pascual dba St. Anne's Residential Care Home, for the provision of residential board and care for mentally ill clients, for the term of July 1, 2013 through June 30, 2016, for a total obligation of \$86,062; and

WHEREAS, on July 23, 2014, the Chief of the Health System approved a first amendment to the agreement adding a cost of living adjustment increasing the maximum obligation by \$2,667 to an amount not to exceed \$88,729, with no change to the term of the agreement; and

WHEREAS, on September 8, 2015, through an Executive Letter, the agreement was amended for the second time adding a second cost of living adjustment increasing the maximum obligation by \$787 to a new maximum of \$89,516, 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 for the third time to provide a bed rate increase to \$33 and increasing the number of beds from 5 to 6, increasing the maximum obligation by \$18,034 to a new maximum of \$107,550, with no change to the term of the agreement; and

WHEREAS, the parties wish to amend and clarify that Original 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 below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A3," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B3." 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 SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$107,550).

2. Exhibit A2 is hereby deleted and replaced with Exhibit A3 attached hereto.
3. Exhibit B2 is hereby deleted and replaced with Exhibit B3 attached hereto.
4. All other terms and conditions of the Original Agreement between the County and the contractor shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ELSA PASCUAL DBA ST. ANNE'S RESIDENTIAL CARE HOME

E/SA M. Pascual
Contractor's Signature

Date: 29 October 2015

**EXHIBIT A – 3 SERVICES
ELSA PASCUAL DOING BUSINESS AS
ST ANNE'S RESIDENTIAL CARE HOME
FY 2013 – 2016**

In consideration of the payments set forth in Exhibit B-3, 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. LICENSED BOARD CARE HOME

Operate a licensed residential care home in compliance with the State of California Department of Social Services 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.

B. SERVICES

Contractor shall provide the following 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.

II. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

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. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

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

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will develop a cultural competence plan that will identify a first step in creating a more welcoming environment for the culturally diverse population residing in the facility. This plan will be submitted to the BHRS staff overseeing Board and Care facilities by January 30, 2014 for review by Program Manager and the Health Equity Initiatives Manager (HEIM).

The annual cultural competence plan will include, but is not limited to the following:

- a. Culturally focused activity/program designed to enhance the facility's sensitivity to diverse cultural values and needs and create a more welcoming environment for the diverse resident population.
 - b. Format for the collection of cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation for residents of the facility.
2. Contractor will attend 8 hours of culturally focused training per year sponsored by BHRS on how to provide culturally and linguistically appropriate services. Trainings will include culturally specific trainings designed to expand contractor's knowledge of threshold populations residing in San Mateo County.
3. Contractor will be invited to attend the Cultural Competence Council and/or participate in a cultural competence effort within BHRS.
4. Contractor will post any relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in the facility as agreed upon by contractor and BHRS representative.
5. Technical Assistance -- Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

- E. 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.**

- F. 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.
- G. Participate in County's Management Information System. Supply needed documentation and information to the BHRS Program Office in a timely manner.
- H. 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.
- I. 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.
- J. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

K. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

L. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

O. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOAL AND OBJECTIVES

GOAL 1: To resolve all deficiencies and/or citations received through a licensing review within the time frame set by the California Department of Social Services Community Care Licensing.

OBJECTIVE 1: 100% of deficiencies and/or citations will be resolved within the time frame set by the California Department of Social Services Community Care Licensing.

GOAL 2: Contractor will develop an activity plan, which may include, but not be limited to activities in the following categories: Health, nutrition, hygiene, smoking cessation, socialization.

- OBJECTIVE 2:** Contractor will submit an activity plan to the BHRS Program Manager by January 30, 2014.
- GOAL 3:** Contractor will record activity attendance by keeping a log or sign-in sheet. Contractor will report attendance to the BHRS Program Manager on a monthly basis.
- OBJECTIVE 3:** 80% of residents will participate in weekly activities provided by Contractor.

**EXHIBIT B – 3 PAYMENTS AND RATES
ELSA PASCUAL DOING BUSINESS AS
ST. ANNE'S RESIDENTIAL CARE HOME
FY 2013 – 2016**

In consideration of the services provided by Contractor in Exhibit A-3, 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. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

Behavioral Health and Recovery Services shall pay Contractor up to a maximum obligation of NINETY SIX THOUSAND EIGHT HUNDRED DOLLARS (\$96,800) for the agreement term.

Aging and Adult Services shall pay Contractor up to a maximum obligation of TEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$10,750) for the agreement term.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$107,550).

B. County shall pay Contractor for up to a maximum of five (5) beds per month according to the following rates of payment:

1. FY 2013-2014

- a. From July 1, 2013 through December 31, 2013, County shall pay Contractor at the rate of THIRTEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$13.88) per day, not to exceed TWELVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$12,770).

- b. From January 1, 2014 through June 30, 2014, County shall pay Contractor at the rate of FOURTEEN DOLLARS AND THIRTY CENTS (\$14.30) per day, not to exceed TWELVE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS (\$12,942).
 - 2. FY 2014-2015
 - a. From July 1, 2014 through June 30, 2015, County shall pay Contractor at the rate of FOURTEEN DOLLARS AND THIRTY CENTS (\$14.30) per day, not to exceed TWENTY SIX THOUSAND NINETY-EIGHT DOLLARS (\$26,098).
 - 3. FY 2015-2016
 - a. From July 1, 2015 through September 30, 2015, County shall pay Contractor at the rate of FOURTEEN DOLLARS AND SEVENTY-THREE CENTS (\$14.73) per day, not to exceed SIX THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$6,776).
 - b. From October 1, 2015 through June 30, 2016, County shall pay Contractor for up to a maximum of six (6) beds per month at the rate of THIRTY THREE DOLLARS (\$33) per day, not to exceed FORTY EIGHT THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS (\$48,964).
- C. 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 I, paragraph C.1.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.
- D. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
 - E. The Chief of the Health System or designee is authorized 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.
 - F. In the event this Agreement is terminated prior to June 30, 2016, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
 - G. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
 - H. Monthly Invoice and Payment
 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.
 3. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices may be sent to:

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

I. Revenue

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.

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. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may 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.

L. Invoice Certification and Program Integrity

1. 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 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 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:

"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 E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- ☒ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☐ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Elsa Pascual dba St Anne's Residential Care Home
Name of Contractor

Elsa M. Pascual
Signature of Authorized Official

ELSA M. PASCUAL
Name (please print)

LICENSEE/ADMINISTRATOR
Title (please print)

29 OCTOBER 2015
Date