

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AFON USA, INC. DBA HILLCREST MANOR**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AFON USA, INC. DBA HILLCREST 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 on May 14, 2019 for board and care services for the term July 1, 2019 through June 30, 2022, in the amount of \$447,036; and

WHEREAS, the parties wish to amend the Agreement to add cost of living, increasing the maximum amount of the agreement by \$30,239 to a new maximum of \$477,275, with no change to the term of the agreement.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$477,275).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated June May 14, 2019, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

AFON USA INC. DBA HILLCREST MANOR



Contractor's Signature

Date: 10-3-19

EXHIBIT A 1 SERVICES
AFON USA, INC. DOING BUSINESS AS
HILLCREST MANOR
FY 2019 - 2022

In consideration of the payments set forth in Exhibit B 1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES

A. INTRODUCTION

For the term of this Agreement as herein specified, Contractor shall provide to the Behavioral Health and Recovery Services Division (BHRS) bed space for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care.

B. LICENSED BOARD CARE HOME

Contractor shall operate a licensed residential care home in compliance with the State of California Community Care Licensing standards for County clients referred by County Mental Health Services for supplemental services. County shall assess and pre-approve clients for supplemental payment. No approvals will be made prior to evaluation of the client by Resource Management.

C. 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 community activities.

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 issued by a licensing agency to County BHRS Deputy Director for Adult and Older Adult Services within ten (10) business days of Contractor's receipt of any such licensing report to the following address:

San Mateo County Health System
Behavioral Health & Recovery Services Division
2000 Alameda de Las Pulgas, Suite 280
San Mateo, CA 94403

- F. Cultural Competence

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 ODE@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, 2020 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. Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (ODE@smcgov.org) to plan for appropriate technical assistance.

H. Ineligibility Employees

BHRS requires that contractors identify the eligibility status to bill for Medical services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved

with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. 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 of San Mateo 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: <http://exclusions.oig.hhs.gov/>

I. Surety Bond

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.

J. Record Retention

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 ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

K. Client Rights & Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

L. Advance Directives

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

M. Compliance Plan and Code of Conduct

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

N. Licensing Report

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

O. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

P. Minimum Staffing Requirement

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. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

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, etc.

Objective 2: Contractor will submit an activity plan to the BHRS Program Manager by January 30, 2020.

End of Exhibit A 1

EXHIBIT B 1 PAYMENTS AND RATES
AFON USA, INC.DOING BUSINESS AS
HILLCREST MANOR
FY 2019 - 2022

In consideration of the services provided by Contractor in Exhibit A 1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$477,275).

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

1. July 1, 2019 through June 30, 2020, County shall pay Contractor at the daily bed rate of THIRTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$35.35), not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (\$155,257).
2. July 1, 2020 through June 30, 2021, County shall pay Contractor at the daily bed rate of THIRTY-SIX DOLLARS AND SEVENTY-SIX CENTS (\$36.76), not to exceed ONE HUNDRED SIXTY-ONE THOUSAND NINE DOLLARS (\$161,009).
3. July 1, 2021 through June 30, 2022, County shall pay Contractor at the daily bed rate of THIRTY-SIX DOLLARS AND SEVENTY-SIX CENTS (\$36.76), not to exceed ONE HUNDRED SIXTY-ONE THOUSAND NINE DOLLARS (\$161,009).

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 absences, 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.
- 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. In the event that funds provided under this Agreement are expended prior to the end of the contract period, contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- F. In the event this Agreement is terminated prior to June 30, 2022 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. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.

H. 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).

I. Per DMH letter #84 10; this negotiated rate contract will require no cost reconciliation.

I. Monthly Invoices and Payment

1. Payment by County to Contractor shall be monthly. Claims 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. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
2000 Alameda de Las Pulgas, Suite 280
San Mateo, CA 94403

2. County reserves the right to modify the description of services as the County deems necessary.

K. Revenue and Performance

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.

L. 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 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

M. 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 _____ 20____

Signed _____ Title _____

Agency _____ "

End of Exhibit B 1