

COUNTY OF SANTA CRUZ

AMENDMENT NO. 3 TO AGREEMENT

The parties hereto desire to amend that certain Agreement No. 0175 dated 9/20/2023 (“Agreement”), by and between the County of Santa Cruz (“COUNTY”) and S. Scagliotti, Inc. DBA Montecito Manor (“CONTRACTOR”) in the manner described below.

BACKGROUND/PURPOSE OF AMENDMENT:

This amendment is to include supplemental patch rates for specialized services. New services include specialized diet accommodations and two-person transfer assistance.

NOW THEREFORE, the parties mutually agree as follows:

1. AMENDED EXHIBIT A – SCOPE OF SERVICES is hereby amended to read as follows:
Delete existing AMENDED EXHIBIT A – SCOPE OF SERVICES, and replace with AMENDED EXHIBIT A – SCOPE OF SERVICES.
2. AMENDED EXHIBIT B – BUDGET, FISCAL AND PAYMENT PROVISIONS is hereby amended to read as follows:
Delete existing AMENDED EXHIBIT B – BUDGET, FISCAL AND PAYMENT PROVISIONS, and replace with AMENDED EXHIBIT B – BUDGET, FISCAL AND PAYMENT PROVISIONS.
3. Except as modified herein, the Agreement executed on September 20, 2023 shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 3 and the original Agreement and Amendments No. 1 and No. 2, the provisions of this Amendment No. 3 shall govern.

[Signatures on Following Page]

CONTRACTOR

By: ^{DocuSigned by:} Jolene Sicely
A38C79F1C2804EF
Jolene Sicely, Administrator
Montecito Manor

Date: 12/18/2024

COUNTY OF SANTA CRUZ

By: _____
Director of Health Services or Designee
Health Services Agency

Date: _____

APPROVED AS TO FORM

By: ^{DocuSigned by:} Jolene Sicely
F0F8FD189D784BF
Office of the County Counsel

Date: 12/16/2024

APPROVED AS TO INSURANCE

By: ^{Signed by:} Gina Occhipinti Borasi
E4EADCSBA53B4DB...
Risk Management

Date: 12/18/2024

**COUNTY OF SANTA CRUZ
AMENDED EXHIBIT A - SCOPE OF SERVICES**

Part 01

Provider: Montecito Manor Assisted Living
Program: Montecito Manor
Provider Address: 311 Montecito Avenue, Watsonville, CA 95076
Provider Phone: (831) 353-6023

1. **PROGRAM INTENT:** Montecito Manor is a licensed Adult Residential Care Facility for the Elderly (RCFE) focused on providing residential care and support to older adults to live in the least restrictive level of care and to enhance the individual's quality of life.

- A. Client Population: The target population inclusive in this agreement are older adults receiving specialty mental health services from COUNTY Behavioral Health. Residents of the facility may have co-occurring mental health and physical health conditions that require care and supervision.
- B. Description of Services: Montecito Manor will provide twenty-four (24) hour board and care supervision to the residents in their care. The following services will be provided:
 - i. Three (3) nutritious meals per day and snacks as needed
 - a. Special dietary needs prescribed by a doctor will be accommodated
 - ii. Observation of physical and mental health functioning and needs
 - iii. Assistance as needed, by one or more staff members, for bathing, dressing, eating, incontinence care and related supplies not covered by Medi-Care or Medi-Cal, and other activities of daily living (ADLs)
 - iv. Medication distribution
 - v. Room cleaning and laundry service
 - vi. Planned daily activities
 - vii. Assistance utilizing community activities
- C. Program Goals
 - i. CONTRACTOR will participate with the COUNTY case manager, the client, and others in the development of an individualized needs assessment and care plan for each client and work to accomplish goals.
 - ii. CONTRACTOR will assist the client with adherence to medications as prescribed by the treating physician.
 - iii. CONTRACTOR will encourage the client's use of leisure time in a constructive manner and participation in pro-social activities.

2. **PRIMARY ROLES AND RESPONSIBILITIES:**

- A. CONTRACTOR Roles and Responsibilities
 - i. *License and Certification:* CONTRACTOR will maintain certification and comply with the standards set by the California Department of Social Services, Community Care Licensing Division and is incorporated into this Agreement by reference.

- ii. *Admissions*: CONTRACTOR will not accept or retain residents with
 - a. Prohibited health conditions specified in California Code of Regulations Title 22,
 - b. Requirement for inpatient care in a health facility,
 - c. Needs in conflict with other residents or services offered, and
 - d. Requirement for care and supervision that exceeds capability of facility.
 - iii. *Referrals*: CONTRACTOR will respond to COUNTY with written notice of acceptance or denial within seventy-two (72) hours of receiving referral.
 - iv. *Dedicated Beds*: CONTRACTOR will allocate a minimum of forty (40) beds to COUNTY referred clients at all times.
 - v. *Bed Holds*: A bed hold will be utilized for an individual who may temporarily leave the facility for treatment needs and is allowable up to seven (7) consecutive days by mutual agreement of the CONTRACTOR and the COUNTY liaison.
 - vi. *Incident Reporting*: CONTRACTOR will provide COUNTY with notification of all incident reports (including death, injury, damage to property and any unusual incidents), quarterly reviews, and any special needs of clients. Copies of progress notes and evaluations will be provided upon COUNTY's request.
 - vii. *Care Coordination*: CONTRACTOR will regularly interface with COUNTY Behavioral Health team staff regarding coordination of care and any care requirements.
 - viii. *Access*: CONTRACTOR will allow COUNTY staff access to the facility, to the extent authorized by law.
 - ix. *Medication Adherence*: CONTRACTOR staff will make the COUNTY psychiatric provider aware within twenty-four (24) hours should a client discontinue medications without physician direction.
 - a. CONTRACTOR will store medications and assist residents with taking medications in an approved and effective manner, following State guidelines.
 - b. CONTRACTOR will maintain medication records and record changes in dosages and types.
 - x. *Transportation*: CONTRACTOR staff will provide and/or assist in arranging transportation for the client to visits for psychiatric and/or medical treatment and will monitor the client while at the appointment.
 - xi. *Schedule of Activities*: CONTRACTOR will post monthly information about programs, groups and activities that are provided on site for the general and specialized needs and interests of the client.
- B. COUNTY Roles and Responsibilities
- i. *Referrals*: The COUNTY will refer individuals currently open to specialty mental health services. The COUNTY Behavioral Health Program Manager, or designee, must approve all referrals in writing.

- ii. *Care Coordination*: COUNTY will work with CONTRACTOR to ensure that treatment plans are updated and assist with coordinating care outside of the facility.
- iii. *Psychiatry Services*: COUNTY psychiatry staff will provide psychiatry support and medication management and collaborate with CONTRACTOR regarding adherence.

3. SYSTEM INTENT:

- A. Geographic area serviced: County of Santa Cruz.
- B. Fair Hearing Practice: Complaints and grievances brought by clients participating in Community Support and Services (CSS) may go through an internal review process, and clients will also be informed of the COUNTY's grievance process per the Mental Health Plan, incorporated into this Agreement by reference. Medi-Cal beneficiaries will be provided all rights under the State guidelines, incorporated into this Agreement by reference. In addition, formal grievance hearing procedures are established for residents in State funded housing in accordance with State guidelines, incorporated into this Agreement by reference.
- C. Community Care License: CONTRACTOR will always maintain the Community Care License and correct all deficiencies as required by the California Department of Social Services, Community Care Licensing Division.

4. CLIENT RIGHTS: CONTRACTOR will grant and acknowledge that all clients will have the right to:

- A. Wear their own clothes,
- B. Keep and use personal possessions including toilet articles,
- C. Keep and use a reasonable sum of money for small purchases,
- D. Have access to individual storage space for private use,
- E. To see visitors each day,
- F. Have reasonable access to telephones to make and receive confidential calls,
- G. Have access to writing material and be able to mail and receive unopened correspondence, and
- H. Any other rights as provided by law.

**** END OF AMENDED EXHIBIT A, PART 01 ****

**COUNTY OF SANTA CRUZ
AMENDED EXHIBIT B – BUDGET, FISCAL AND PAYMENT PROVISIONS**

1. FISCAL AND PAYMENT PROVISIONS:

- A. For Part 01 of this agreement, in consideration for CONTRACTOR accomplishing said result detailed in Exhibit A, Part 01, COUNTY agrees to pay CONTRACTOR at the following negotiated rates:

| Service | Monthly Rate Per Client |
|--------------------------------|-------------------------|
| Board & Care | \$2,530 |
| Full Incontinent Care | \$450 |
| Special Diet | \$600 |
| Two-Person Transfer Assistance | \$500 |

Full Incontinent Care, Special Diet, and Two-Person Transfer Assistance rates apply only for clients approved by COUNTY in writing.

For partial months of service, the day rate will be calculated at the per month rate per resident divided by the number of days in the month of service. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Agreement as requested by COUNTY, including reimbursement for materials needed to perform these services.

This is a negotiated rate Agreement providing for payment per month, per individual for COUNTY approved individuals.

COUNTY will pay CONTRACTOR for services described under this Agreement for occupied bed days, less Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payeeships. CONTRACTOR will bill COUNTY monthly based upon the negotiated rate for services less Medi-Cal Share Cost for private LPS Conservatees or private payees.

Medi-Cal Share of Cost: CONTRACTOR will be responsible for collecting Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payeeships. LPS Conservatees who are the responsibility of COUNTY's Public Guardian will have their Medi-Cal Share of Cost collected by COUNTY. The gross amount owed by COUNTY will be reduced by the amount of Medi-Cal Share of Cost owed the facility by private Conservators or private payees for services provide to COUNTY authorized patients. CONTRACTOR will deduct from its monthly claim the Medi-Cal Share of Cost which the facility is owed for that month by private Conservators or private payees. Details of the Share of Cost by individual patient will be included in each monthly bill.

| For internal use only. Revisions may be made to address account code changes and/or typographical errors. | | | | | | | | | |
|---|--------|--------|--|--|--|--|--|--|--|
| Suffix | 01 | 02 | | | | | | | |
| GL Key | 363149 | 363147 | | | | | | | |
| GL Obj | 74065 | 62377 | | | | | | | |
| JL Key | | | | | | | | | |
| Total Amount | N/A | N/A | | | | | | | |

For Part 02 of this Agreement, in consideration for CONTRACTOR accomplishing said result detailed in Exhibit A, Part 02, COUNTY agrees to pay CONTRACTOR the following negotiated rates:

| Service Area | Hourly Rate |
|------------------------|-------------|
| Within Watsonville | \$45 |
| Outside of Watsonville | \$55 |

- B. To receive payment under this Agreement, CONTRACTOR will submit reports and claims in such form as may be required by COUNTY.
 - C. CONTRACTOR will submit invoices in a form acceptable to COUNTY so as to reach the Health Services Agency no later than the thirtieth (30th) day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR will submit its final invoice for payment no later than thirty (30) days after the completion of services.
 - D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount will be deemed to have been paid out under this Agreement and will be counted towards COUNTY's maximum liability under this Agreement.
 - E. If for any reason this Agreement is canceled, COUNTY's maximum liability will be based on the total utilization to the date of cancellation based on the appropriate daily rate listed above.
 - F. Any rate increase is subject to the approval of the COUNTY Adult Program Chief and will not be binding on COUNTY unless so approved in writing. CONTRACTOR will notify COUNTY of proposed rate increases by December 31 of each fiscal year preceding the increase and are subject to the COUNTY Agreement approval process.
2. COST REPORT: CONTRACTOR agrees to submit a detailed cost report in a format prescribed by COUNTY no later than sixty (60) days from the date of termination of this Agreement, or at the end of each COUNTY fiscal year (June 30), whichever occurs first. This report will be subject to audit by appropriate Federal, State and County audit agencies as described in provisions of Exhibit C.
3. SETTLEMENTS: At the time when CONTRACTOR submits a cost report required by Section Two of this Exhibit, CONTRACTOR will reconcile all amounts earned under this Agreement and CONTRACTOR will submit a claim for any amounts due from COUNTY or CONTRACTOR will submit a check to COUNTY reimbursing COUNTY for any unearned amounts.

**** END OF EXHIBIT B ****

Certificate Of Completion

Envelope Id: 0AC659F4-6A50-45DD-B06B-20CF75485BE2

Subject: Amendment 24H0175 (24-0921) 01/14/2025 BOS

Source Envelope:

Document Pages: 7

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

HSA Admin Processing

701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 73.158.132.136

Record Tracking

Status: Original

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hsa.adminprocessing@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

Location: DocuSign

Security Appliance Status: Connected

Storage Appliance Status: Connected

Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F0F6FD189D784BF...

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.92.113.14

Timestamp

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Viewed: 12/16/2024 5:17:32 PM

Signed: 12/16/2024 5:26:07 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Occhipinti Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

E4EADC58A53B4DB...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Sent: 12/16/2024 5:26:09 PM

Viewed: 12/18/2024 12:01:23 PM

Signed: 12/18/2024 12:02:38 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jolene Sicely

joleneamandamm@yahoo.com

Security Level: Email, Account Authentication (None)

DocuSigned by:

A36C79F1C2904EF...

Signature Adoption: Pre-selected Style

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Resent: 12/18/2024 12:02:40 PM

Viewed: 12/18/2024 3:32:41 PM

Signed: 12/18/2024 3:33:40 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2024 3:32:41 PM

ID: 1eadb852-4d37-45a0-b178-68b58084a33b

Miku Sodhi

Miku.Sodhi@santacruzcountyca.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 10/2/2023 11:15:55 PM

ID: 901c9f66-b041-411a-a235-4e510cde5bdd

| Signer Events | Signature | Timestamp |
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CBD eSignature
cbd.esignature@santacruzcountyca.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 6/20/2024 3:08:48 PM
ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
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| Editor Delivery Events | Status | Timestamp |
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Maite Arce
Maite.Arce@santacruzcountyca.gov
Associate Analyst
County of Santa Cruz
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 3/29/2022 4:56:31 PM
ID: 70c46901-390f-4f85-835d-95aea61b72d1

| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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HSA ADMIN
HSA.AdminProcessing@santacruzcountyCA.GOV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 4/24/2024 2:34:11 PM
ID: 00c89360-1e1f-479f-918e-15cefaa8da5a

Michael McLay
Michael.McLay@santacruzcountyca.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 2/28/2022 7:36:10 PM
ID: 13a643a1-3c1c-41dd-9109-1bc5ba631866

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 12/13/2024 6:31:53 PM |
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| Envelope Updated | Security Checked | 12/16/2024 4:08:30 PM |
| Envelope Updated | Security Checked | 12/16/2024 4:08:30 PM |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.