

FIFTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21628 is amended on _____, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and PLUMLEE'S GUEST HOME, hereinafter referred to as 'CONTRACTOR' with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement No.21628, on June 17, 2003 for the purpose of providing community-based services in an augmented board and care facility.

B. The COUNTY and CONTRACTOR amended Agreement No. 21628 on October 14, 2003 to add an additional service location, change the notification address and add TWO HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$287,500.00).

C. The COUNTY and CONTRACTOR amended Agreement No. 21628 for a second time on January 6, 2004 for the purpose of adding a revised compensation schedule, Exhibit B.

D. The COUNTY and CONTRACTOR amended Agreement No. 21628 on May 17, 2005 to extend the Agreement, update funding for Fiscal Year 2005-2006, and update CONTRACTOR'S business address.

E. The parties agree and wish to amend the original agreement to extend the Agreement to June 30, 2007, to set funding for Fiscal Year 2006-2007, and update Agency contact information in Exhibit "B-1" entitled Compensation.

F. This amendment shall become effective July 1, 2006.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2006 Paragraph 1 entitled Term in the original Agreement is hereby revised to read as follows:

TERM: this agreement shall become effective October 14, 2003 and shall terminate on June 30, 2007, unless terminated sooner as provided in Agreement.

II. Effective July 1, 2006 Exhibit "A" entitled Services is hereby deleted in its entirety and substituted with the attached Exhibit "A" which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2006 Exhibit "B-1" entitled Compensation is hereby deleted in its entirety and substituted with the attached Exhibit "B-1" which Exhibit is made a part of this Agreement by reference.

IV. Except as provided above, all other terms and conditions of Agreement No. 21628 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date _____

By _____

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

GEORGE PLUMLEE d/b/a PLUMLEE'S

Date 04-28-06

By *George Plumlee*
Title owner

This Agreement is subject to Unemployment Insurance Code section 1088.8 filing obligations within twenty days of entering into this Agreement.

DE Form 542X was filed.

Approved as to Form
County Counsel

By *[Signature]*
Deputy County Counsel

Date 04/06/06

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Exhibit "A"
Services

GEORGE PLUMLEE d/b/a: PLUMLEE'S
Fiscal Year 2006-2007

I. Description: Augmented Residential Care Facility (RCF)

Augmented RCF Services are services provided to the clients of Tulare County Health and Human Services and Mental Health Branch that are the highest level of care provided in a RCF placement.

RCF staff members are responsible for maintaining regular and timely communication with the Service Team Staff.

RCF administration is responsible for ensuring adequate training for their staff for this level of client need.

Augmented Services include, in addition to all services required under Title 22, Chapter 6, Manual of Policies and Procedures, Community Care Licensing, the following:

- A. Services that are appropriate to the client who is recently discharged from long-term institutionalization: Institutes for Mental Disease (IMD), State Hospital System, Mental Health Rehabilitation Centers, etc.
- B. Intensive re-entry services the client may need to function in a home setting. This may include one on one services.
- C. Services that assure the safety of clients who may wander, become disoriented, etc., and which need to be managed on a daily basis.
- D. Services that increase the client's ability to improve his/her medication management.
- E. Services that increase the client's ability to participate meaningfully in his/her community i.e. , religious services, interest groups, etc.
- F. Services that integrate the client's culture in activities of daily living: food, music, activities, etc.
- G. Services that increase family participation.
- H. Integrated Needs Assessment/Service Plan development with Service Team staff that reflect the need for augmented services.
- I Anger management and conflict resolution services when needed;

J. Services designed to provide daily ongoing interaction between the client and RCF staff.

Exhibit "B-1"
Compensation

GEORGE PLUMLEE d/b/a: PLUMLEE'S
Fiscal Year 2006/2007

COUNTY agrees to pay and CONTRACTOR agrees to accept compensation at the rate of \$52.50 per day per client. The bed purchases shall not exceed 10,950 days for the period of this agreement. The maximum reimbursement by COUNTY for services provided under this Agreement shall not exceed, **Five Hundred Seventy Five Thousand Dollars (\$575,000.00)** or actual cost, whichever is lesser. CONTRACTOR will have thirty (30) available beds. Any change in the number of beds must be reported to and negotiated with the COUNTY.

Method of Payment:

A separate monthly invoice for each facility must be submitted, which includes a census of the month indicating name of clients served and days in residency, by the fifth working day of each month, to Tulare County Health & Human Services Agency/Mental Health Branch. Invoices shall be in the format approved by the Director of Mental Health of the Tulare County Health & Human Services Agency/Mental Health Branch. All payments made under this agreement shall be made within (30) days of submission of all required documentation and in accordance with the County's payment cycle.