

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: JUL 24 2001
HEARING DATE:

AUG 08 2001

TO: Honorable Board of Supervisors
FROM: Gale Bataille, Director, Mental Health Services *GB/MT*
SUBJECT: Agreement with Perrine Salariosa, dba Portobello Care Home

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Perrine Salariosa, dba Portobello Care Home

Background

Since December 17, 1985, your Board has approved resolutions authorizing expenditures for residential care facilities serving mentally ill clients.

Consistent with the Mental Health Services Division Plan, contracts are offered to any qualified provider. As required in this process, a public notice will be published every year to solicit applications for new providers.

Discussion

This contractor operates a 19-bed board and care facility for difficult to place clients. Of the 19 beds, 16 beds are contracted to serve Mental Health clients under this agreement. The facility has been assessed and certified by the Mental Health Services Division. There are two (2) levels of service provided to clients, namely the Augmented Service Level and the Step Down Service Level. The Augmented Service Level requires a higher degree of service and supervision for clients who are seriously mentally ill. These clients need more intensive mental health services, social skills training and assistance with activities of daily living. Clients at the Step Down Service Level are more independent, require less supervision, are more stable and require less intensive services. The reimbursement rate for Augmented Level clients is \$375 per month for FY2001-02. The reimbursement rate for Step Down Level clients is \$100 per month for FY2001-02. The County Program Coordinator will determine the specific service level required for each client. The rates for FY2001-02 year reflect a 3% increase over last year.

Honorable Board of Supervisors
Agreement/Perine Salariosa,
dba Portobello Care Home
Page 2

Term

The term of the agreement is July 1, 2001 through June 30, 2004. The agreement carries the usual relationship of parties, hold harmless and insurance clauses and has been reviewed and approved by Risk Management and County Counsel.

Fiscal Impact

The agreement provides for a maximum obligation of \$182,403 for three years. The contractor will only be paid for the actual number of beds used. An estimated cost of \$59,025 for the first year of the contract term has been included in the 2001-02 Mental Health Services' budget. Sales tax provided through realignment will cover 82% of the cost or \$48,401. The remaining \$10,624 represents the net county cost. A similar arrangement will be in place for fiscal years 2002-03 and 2003-04. Subsequent years will receive a 3% cost of living increase, which is included in the total cost.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
WITH PERRINE SALARIOS, DBA PORTOBELLO CARE HOME

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Perrine Salarios, dba Portobello Care Home, shall provide residential board and care services for County mental health clients; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President, of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AGREEMENT WITH PERRINE SALARIOS,
DBA PORTOBELLO CARE HOME
FOR RESIDENTIAL BOARD AND CARE SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PERRINE SALARIOS, DBA PORTOBELLO CARE HOME, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

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;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide residential board and care services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED THREE DOLLARS (\$182,403) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Perrine Salariosa,
dba Portobello Care Home
1308 Newbridge Avenue
San Mateo, CA 94401

B. Choice of Law The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of this Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

PERRINE SALARIOSA,
DBA PORTOBELLO CARE HOME

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: Perrine P. Salariosa 6-30-01

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

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 and 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.

Perrine D. Salariosa
6/29/01

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.

Perrine D. Salariosa *Perrine D. Salariosa* 6-29-01
Name of 504 Person - Type or Print

Perrine D. Salariosa dba Portobello
Name of Contractor(s) - Type or Print

1308 Newbridge Avenue
Street Address or PO Box

San Mateo
City

CA 94401
State Zip Code

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

6-29-01
Date

Perrine D. Salariosa - Licensee / Admstr.
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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."

SCHEDULE A

PORTOBELLO CARE HOME: 2001-2004

SERVICES

- A. 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.
1. 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 the Program Coordinator.
 2. 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 the Supplemental Services Coordinator throughout the year may be used for this purpose, as well as outside trainings.
 3. 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.
 4. Participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
 5. Participate in required monthly supplemental services meetings and trainings as set up by the Supplemental Services Coordinator. Additional continuing education or other training may not be substituted for the monthly meetings.
 6. Submit a copy of any licensing report issued by licensing agency to County Supplemental Services Coordinator within seven (7) days from date received. Failure to comply with this provision will result in suspension from the program.
 7. 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.

AUGMENTED SERVICES

- B. Contractor shall provide the following 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. Provide individualized special diets and/or meals to clients.

STEP DOWN SERVICES

- C. Contractor shall receive a “Step Down” rate for clients who no longer require “Augmented” services. “Step Down” should include 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.

SCHEDULE B

PORTOBELLO CARE HOME: 2001-2004

PAYMENTS SCHEDULE

In full consideration of the services provided by Contractor pursuant to 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.

1. County shall pay Contractor for up to a maximum of SIXTEEN (16) beds per month according to the following rates of payment:
 - a. For the first (1st) year of the contract term (July 1, 2001 through June 30, 2002), County shall pay Contractor at the rate of ONE HUNDRED DOLLARS (\$100) per month for a Step Down Level client and THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) per month for an Augmented Level client.
 - b. For the second (2nd) year of the contract term (July 1, 2002 through June 30, 2003), County shall pay Contractor at the rate of ONE HUNDRED THREE DOLLARS (\$103) per month for a Step Down Level client and THREE HUNDRED EIGHTY-SIX DOLLARS (\$386) per month for an Augmented Level client.
 - c. For the third (3rd) year of the contract term (July 1, 2003 through June 30, 2004), County shall pay Contractor at the rate of ONE HUNDRED SIX DOLLARS (\$106) per month for a Step Down Level client and THREE HUNDRED NINETY-EIGHT DOLLARS (\$398) per month for an Augmented Level client.
2. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86-01:
 - a. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities is limited to seven (7) days per month. Such payment is allowable only under all of the following conditions:
 - 1) the absence is consistent with the client's service and treatment plans;
 - 2) the absence is necessary for the client's progress or maintenance at this level of care;
 - 3) the absence is planned, or anticipated; and

- 4) the absence, as well as the purpose(s) of the absence, are documented.
 - b. 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 2, paragraph 2(a) above, is 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.
3. Notwithstanding the method set forth herein for determining amounts due Contractor in consideration of services provided, in no event shall County pay or be obligated to pay to Contractor more than the sum of ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED THREE DOLLARS (\$182,403) for services. This amount reflects the maximum allowable for the contract term. It is understood that the monthly amounts may vary, and that client eligibility for this program may change throughout the course of the year.
4. 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 preceding month.
5. Claims shall be on forms provided, in the format prescribed by County. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
6. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
7. With prior approval of the Mental Health Director or her designee, if Contractor provides transportation for clients in Contractor's automobile, County shall pay Contractor a lump sum payment of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225) annually not to exceed SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675) over the term of the agreement for insurance cost incurred. Such payment will be for the purpose of helping to defray Contractor's expense in obtaining personal automobile liability insurance at the limits required by County. Up-to-date proof of insurance must be received and approved by County before payment will be made.

SCHEDULE C

Contract between County of San Mateo and Perrine Salariosa, dba Portobello Care Home, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Portobello Care Home
Contact Person: Perrine Salariosa
Address: 1308 Newbridge Avenue
San Mateo, CA 94401
Phone Number: (650) 375-8630 Fax Number: (650) 348-8538

II Employees

Does the Contractor have any employees? [checked] Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes [checked] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29th day of June, 2001 at San Mateo, CA (City) (State)

Perrine D. Salariosa
Signature

Perrine D. Salariosa
Name (Please Print)

Licensee / Admsfr.
Title

451-8671-5
Contractor Tax Identification Number

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: July 10, 2001

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Portobello Care Home

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

APPROVE X WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 06/27/01

PRODUCER

FERRER INSURANCE SERVICES, INC
2645 Ocean Ave. # 204
San Francisco, CA 94132

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE

COMPANIES AFFORDING COVERAGE

COMPANY

A Fulcrum Insurance

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Antonio Salariosa
/ Portobello Care Home
2280 Delvin Way
So. San Franci, CA 94080

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> PROF. LIAB	CP1042998	03/02/01	03/02/02	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGS \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> NCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1308 NEWBRIDGE AVE., SAN MATEO, CA 94401
280 STILT COURT, FOSTER CITY, CA 94404

CERTIFICATE HOLDER

ADDITIONAL INSURED:
MENTAL HEALTH SERVICES
3080 LaSELVA
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER CA 0-46-66-205-0

PLEASE READ YOUR POLICY

This declarations Page/Amended Declaration page with the policy jacket identified by the form and edition date indicated completes the above numbered policy.

Previous policy no.

Form 1050 Ed. 1194

DECLARATIONS
NAMED INSURED

ANTONIO SALARIOS
PORTOBELLO CARE HOME
2280 DELVIN WAY
S SAN FRANCISCO CA 94080

PAGE 2 OF 3

POLICY TERM: APR 19, 2001 TO APR 19, 2002

A
G
E
N
T
FERRER INS SVCS INC
2645 OCEAN AVE 204
SAN FRANCISCO CA 94132

This policy inception the later of: 1. the time the application for insurance is executed on the first day of the policy period; or 2. 12:01 a.m. on the first day of the policy period
This policy shall expire at 12:01 a.m. on the last day of the policy period.

PROGRESSIVE
COMMERCIAL VEHICLE INSURANCE

CA-99281
PROGRESSIVE CASUALTY INS. CO.
P.O. BOX 94739, CLEVELAND, OHIO 44101 1-800-876-8270

The following coverage and limits apply to the described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No changes will be effective prior to the time changes are requested.

DRIVERS

DVR NO	DRIVER NAME	LICENSE #	DOB	VIOL/ACC				SR22 REQ	STA TUS
				A	B	C	D		
01-01	ANTONIO SALARIOS	N8995898	04/06/48	0	0	1	0	00	N M
02-02	PERRINE SALARIOS	N2179741	07/25/52	0	0	0	0	00	N M
03-03	ERIC CARTER	C1618302	08/12/59	0	0	0	0	00	N M
04-04	ALONA CARTER	B3763463	01/03/69	0	0	1	0	00	N M

Any loss under Part III is payable as interest may appear to named insured and above loss payee:

Prog Premium Budget: C3

Fin. Resp. Filed: 02 For Whom: BGO 01114 SALA Case No. 15.0 CAICS11C

R/R 1100% Factor Used: FR 062000

Countersigned:

1113 (12-92)

INSURED COPY

CVWE0414001217L111302

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-15-01

POLICY NUMBER: 1574974 - 01
CERTIFICATE EXP RES: 07-15-02

COUNTY OF SAN MATEO MENTAL HEALTH DIVISION
ATTN PAT SIMONE
225 - 37TH AVENUE
SAN MATEO, CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Kenneth C. Bollie
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

STANDARD EXCLUSION: INDIVIDUAL EMPLOYERS AND HUSBAND AND WIFE EMPLOYERS ARE NOT ELIGIBLE FOR BENEFITS AS EMPLOYEES UNDER THIS POLICY.

EMPLOYER

LEGAL NAME

PORTOBELLO CARE HOME
1308 NEWBRIDGE AVE
SAN MATEO CA 94401

SALARIOSIA, ANTONIO AND
SALARIOSIA, PERRINE