


COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **SEP 12 2001**

HEARING DATE:

**SEP 25 2001**

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with Anthony and Prema Thekkek, dba Burlingame Hacienda

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with Anthony and Prema Thekkek, dba Burlingame Hacienda.
2. authorizing the Director of Health Services to execute amendments and minor modifications to this agreement not to exceed the aggregate of \$25,000.

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 board and care facility, totaling 17 beds, for difficult-to-place clients. The facility has been assessed and certified by the Mental Health Services Division. There are 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.

Outcome Objectives

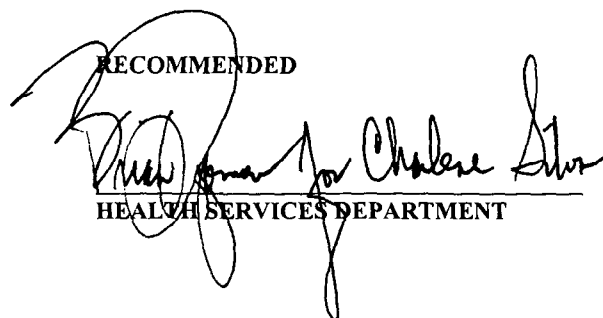
The 2001-02 objectives are as follows:

Performance Measure	2001-02 Objectives
Percent of clients who showed a reduction in acute service for six months after discharge	85%
Client satisfaction with services	85%
Client participation in aftercare support services	80%

Term and Fiscal Impact

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.

The agreement provides for a maximum obligation of \$193,761 for three years. The contractor will only be paid for the actual number of beds used. An estimated cost of \$62,700 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 \$51,414. The remaining \$11,286 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. The Director of Health Services may execute minor amendments and adjustments, such as cost of living increases, up to \$25,000.

RECOMMENDED  
  
HEALTH SERVICES DEPARTMENT

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
WITH ANTHONY AND PREMA THEKKEK, DBA BURLINGAME HACIENDA

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 Anthony and Prema Thekkek, dba Burlingame Hacienda, 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.

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized to execute subsequent Amendments and minor modifications to the Agreement with Anthony and Prema Thekkek, dba Burlingame Hacienda, not to exceed the aggregate of \$25,000.

AGREEMENT WITH ANTHONY AND PREMA THEKKEK,  
DBA BURLINGAME HACIENDA  
FOR RESIDENCIAL BOARD AND CARE SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ANTHONY AND PREMA THEKKEK, DBA BURLINGAME HACIENDA, 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 NINETY-THREE THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$193,761) 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. In signing this Agreement, 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).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges



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:

Anthony and Prema Thekkek  
dba Burlingame Hacienda  
1012 El Camino Real  
Burlingame, CA 04010

B. Controlling 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 the 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

ANTHONY AND PREMA THEKKEK,  
DBA BURLINGAME HACIENDA

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

By: Anthony P. Thekkek

Date: \_\_\_\_\_

Date: 9-3-01

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.
- 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.

ANTONY P. THEKKEK

Name of 504 Person - Type or Print

Anthony & Prema Thekkek, dba Burlingame Hacienda

Name of Contractor(s) - Type or Print

1012 El Camino Real

Street Address or PO Box

Burlingame

City

CA

State

94010

Zip Code

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

9-3-01

Date

Dancy R. Guelker (ADMINISTRATOR) 9/3/01

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."

## 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 A

### BURLINGAME HACIENDA: 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.

## SCHEDULE B

### BURLINGAME HACIENDA: 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 SEVENTEEN (17) beds per month according to the following rates of payment:
  - a. For the first (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 (3<sup>rd</sup>) 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 NINETY-THREE THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$193,761) 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 (10<sup>th</sup>) 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 Anthony and Prema Thekkek, dba Burlingame Hacienda, 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.

SEP 12 2001 16:54 FR SMO-MENTAL HEALTH 550 573 2841 TO 93448570

P.02/02

ATTN: GILLIAN B.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Burlingame Hacienda
Contact Person: Anthony and Perma Thekkek
Address: 1012 El Camino Real
Burlingame, CA 94010
Phone Number: Fax Number:

II Employees

Does the contractor have any employees? [X] Yes \_\_\_ No
Does the contractor provide benefits to spouses of employees? \_\_\_ Yes [X] 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 \_\_\_ day of \_\_\_, 2001 at \_\_\_ (City) \_\_\_ (State)

[Signature]
Signature

ANTHONY P. THEKKEK
Name (Please Print)

ADMINISTRATOR
Title

94-30772-12
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 12, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Burlingame Hacienda

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 (MM/DD/YY)  
05/31/2001

PRODUCER (650)328-1411  
MBO Insurance Brokers, Inc.  
License #0621959  
855 Oak Grove Ave.  
Menlo Park, CA 94025

FAX (650)853-3881

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 BELOW.

### INSURERS AFFORDING COVERAGE

INSURED Care Systems, Inc.  
DBA: Burlingame Hacienda  
1012 El Camino Real  
Burlingame, CA 94010

INSURER A Monterey Insurance Company  
INSURER B  
INSURER C  
INSURER D  
INSURER E

### COVERAGES

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 AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input checked="" type="checkbox"/> Professional \$1,000,000 GEN'L AGGREGATE LIMIT PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBD	05/20/2001	05/20/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION EMPLOYERS LIABILITY				WC STATUTORY LIMITS \$ DIFFER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LIMITATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Evidence of coverage only

### CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

### CANCELLATION

KAREN T. BLISSIUS  
COUNTY OF SAN MATEO  
HEALTH SERVICES AGENCY  
225 W. 37TH AVENUE  
SAN MATEO, CA 94403

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

William Jordan/JJJ

ATTEN: WILLIAM BO. HARRIS  
ATTEN: KAREN B. OLIVINS

HEFFERNAN  
  
GROUP  
MBO INSURANCE BROKERS

July 1, 2001

Anthony Thekket  
Care Systems, Inc.  
1012 El Camino Real  
Burlingame, CA 94010

RE: Business Package  
Monterey Insurance Company  
Policy No: 35SP3976104  
Term: 05/20/2001 to 05/20/2002

Dear Anthony:

We are pleased to enclose the renewal of your Business Package policy written with Monterey Insurance Company for Burlingame Hacienda. The policy provides the following coverage's:

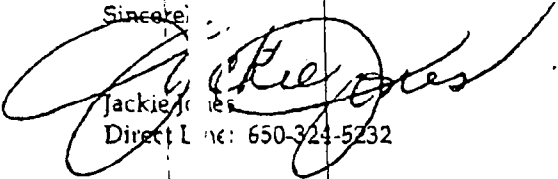
Location: 1012 El Camino Real Burlingame, CA

Building	\$ 600,000.
Business Personal Property	\$ 50,000.
Special Form, Replacement Cost Deductible	\$ 1,000.
Business Income w/Extra Expense (Due to an Insured Peril)	Actual Loss Sustained to 12 Consecutive Months
General Liability - Per Occurrence	\$1,000,000.
- Per Aggregate	\$2,000,000.
Professional Liability	\$1,000,000.
Non-Owned & Hired Auto	\$1,000,000.

This is a brief summary of the coverage's. Please refer to your actual policy for further details, exclusions and conditions. The annual premium is \$2,897.00, for which the insurance company will bill you directly for your monthly installments.

Anthony, this policy does cover Earthquake Sprinkler Leakage for the Building and Personal Property. We can add this coverage for an additional premium of \$120.00. Please let me know if you'd like to add this coverage.

Thank you for your continued business. It is appreciated. Should you have any questions, please give me a call.

Sincerely,  
  
Jackie Jones  
Direct Line: 650-324-5232

Enclosure

Member of the Heffernan Group 855 Oak Grove Avenue • Suite 100 • Menlo Park, CA 94025 • Phone 650.328.1400 • Fax 650.853.3881 • www.heffgroup.com

Heffernan Insurance Brokers • License #0524249

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-01

POLICY NUMBER: 781-01 UNIT 0000114  
CERTIFICATE EXPIRES: 01-01-02

SB 115 PROGRAM  
SAN JUAN COUNTY MENTAL HELP ATTN: M. ROSAKES  
225 WEST 37TH AVE.  
SAN JUAN 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 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. Bolter*  
PRESIDENT

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

EMPLOYER

LEGAL NAME

CARE SYSTEMS, INC.  
1014 EL CAMINO REAL  
BURLINGAME CA 94010

CARE SYSTEMS, INC.

PRINTED: 12-18-00 P0409