


COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: February 19, 2002  
HEARING DATE: March 5, 2002

TO: Honorable Board of Supervisors  
FROM: Gale Bataille, Director, Mental Health Services   
SUBJECT: Agreement with MAR-RIC Transitional and Recovery Facility

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an Agreement with MAR-RIC Transitional and Recovery Facility.

Background

MAR-RIC is a 32-bed transitional and recovery program designed to work with persistently and seriously mentally ill adults who require intensive treatment and assistance with behavioral health and recovery. MAR-RIC specializes in working with individuals who would otherwise require locked facility placements or who are transitioning from locked facilities or psychiatric inpatient units. This program addresses psychiatric, medical, clinical and case management needs on-site. A psychiatrist visits the facility on a weekly basis and as needed. A physician's assistant visits on a weekly basis to provide in-house services such as medical exams, blood draws and injections. A licensed social worker provides individual therapy sessions to address targeted symptoms and behaviors. The program also provides individual therapy, chemical dependency support, recreation and leisure activities.

Under the Division's policy for contracted services, residential and supportive services are in the "any qualified provider" category. This category applies when the division will entertain all proposals due to the limited number of providers offering specialized service. The division will accept proposals at any time and evaluates them on quality and cost factors.

Discussion

Currently there are insufficient residential facilities with the programs and resources necessary to serve extremely behaviorally disturbed clients. MAR-RIC has been assessed and certified by the Mental Health Services Division to provide room and board, 24-hours/7-days-a-week supervision, assistance with medication, onsite medical and psychiatric coverage, onsite individual and group

therapy, and support and assistance with daily living skills. County shall pay Contractor for up to a maximum of three (3) beds per month at a monthly rate of \$2,600 per bed, or a daily rate of \$85.48. In order to fund this contract, the Division has reduced the number of beds at another residential facility.

The goal of this program is to prevent recidivism back to locked facilities or psychiatric inpatient units, ensure continuity of treatment and to provide a higher quality of life for the clients. Performance measures will be set on an annual basis. The 2001-02 objectives are as follows:

Performance Measure	Objective
Percent of clients satisfied with their living situation	85%
Minimum percent of clients discharged to a lower level of care	10%
Maximum percent of clients discharged to acute care in less than six months	33%

Vision Alignment

This contract with MAR-RIC keeps the commitment to Ensure Basic Health and Safety for All and goal number 8: Help vulnerable people-the aged, disabled, mentally ill, at risk youth, and others-achieve a better quality of life. The contract contributes to this commitment by providing transitional and recovery assistance for vulnerable clients who are persistently and seriously mentally ill and require intensive treatment and assistance with behavioral health and recovery.

Term and Fiscal Impact

The term of the agreement is February 1, 2002, 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 \$240,579 for the term of the agreement. The contractor will be paid only for the actual number of beds used. Of this amount, \$39,000 has been included in the 2001-02 Mental Health Services Division's approved budget. Sales tax provided through realignment will cover 82% or \$31,980. The remaining \$7,020 represents the net county contribution. A similar arrangement will be in place for FY 2002-03 and FY 2003-04.

RECOMMENDED

  
HEALTH SERVICES DEPARTMENT

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

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

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RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT WITH  
MAR-RIC TRANSITIONAL AND RECOVERY FACILITY

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 MAR-RIC Transitional and Recovery Facility, shall provide intensive residential psychiatric, medical and clinical case management 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 MAR-RIC TRANSITIONAL AND RECOVERY FACILITY  
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 MAR-RIC TRANSITIONAL AND RECOVERY FACILITY, 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 TWO HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS (\$240,579) 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:

MAR-RIC Transitional and Recovery Facility  
2749 Lindbrook Drive  
Riverbank, CA 95367

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. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from February 1, 2002 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

MAR-RIC TRANSITIONAL AND  
RECOVERY FACILITY

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: Clifton B. Jones

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

Date: FEBRUARY 6, 2002

ATTEST:

By: \_\_\_\_\_

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

Clerk of Said Board

## SCHEDULE A

### MAR-RIC TRANSITIONAL AND RECOVERY FACILITY: 2001-2004

#### A. SERVICES

In addition to the services required by license, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement under the general direction of the Director of Health Services or her designee.

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.
4. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.
5. Participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
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 Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

## B. CLIENT SERVICES

Contractor shall provide the following services to clients:

1. Cooperate with County Mental Health Services staff in developing client service plans. These plans shall be developed with the client and the Facility Administrator by County treatment staff, consultant to the home and/or the Supplemental Services Coordinator.
2. Maintain staffing and resources necessary to provide close and consistent care and supervision for mentally ill clients who have difficult behavioral problems. Provide for these clients with individualized creative behavioral interventions that enable the client to continue to live successfully in the community.
3. Participate in meetings and activities that facilitate a client's transition to and from higher levels of care.
4. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as money management, shopping, and laundry. Assist clients in maintaining adequate personal hygiene.
5. Provide or arrange transportation to facilitate client's participation in planned programs in the community. Assist clients by tracking and reminding them of their scheduled medical and mental health appointments, and if necessary, provide transportation.
6. Work cooperatively with client and clinical staff to provide learning experiences and training that could lead to future successful living in more independent settings.
7. Encourage and assist clients to attend mental health sponsored community-based programs such as supported education, supported employment, self-help activities and social events.
8. Formulate, plan, and post a calendar of house-sponsored community activities throughout the year.
9. Assist clients in maintaining the goals and objectives outlined in their individual County rehabilitation plans.
10. Maintain regular ongoing progress notes pertaining to each client's living skills and their movement towards the goals outlined in their individual service plans. Highlight problem areas in progress notes and notify involved County clinical staff of problem areas.
11. Provide to specific clients special diets, foods, juices or snacks requested by

physicians or regional clinical staff.

12. Provide a Physicians Assistant on site on a weekly and as needed basis to provide medical exams, blood draws and injections.
13. Provide a Psychiatrist to visit the facility on a weekly and as needed basis for psychiatric and medication evaluations.
14. Provide a Licensed Therapist (L.C.S.W. or M.F.T.) to provide individual therapy sessions for targeted symptoms and behaviors as per treatment plan regardless of consumer's cognitive impairments.

### C. GOALS & OBJECTIVES

Goal 1: All clients shall be provided an opportunity to give feedback about the services provided to them.

Objective 1: At least eighty percent (85%) of clients responding shall rate services as satisfactory, as measured by a client satisfaction survey.

Goal 2: Contractor's services will enhance clients' living and coping skills so that clients will remain in the community and achieve as much independence in living as possible.

Objective 1: Ten percent (10%) of clients will move to a more independent living situation or a lower level of care.

Objective 2: No more than thirty-three (33%) of clients will be discharged to acute or sub-acute care within six (6) months of admission.

### D. CONSERVATOR STATUS

County agrees that in the event individuals placed with Contractor are no longer conserved by County, Contractor will be notified as to the change of conservator status.

County agrees to continue case management responsibility for any client whose conservatorship terminates while at Contractor's facility. County further agrees to work towards avoiding a non-conserved client leaving Contractor's facility and becoming a Stanislaus County permanent resident. All efforts will be made to relocate such a client to San Mateo County for placement.

## SCHEDULE B

### MAR-RIC TRANSITIONAL AND RECOVERY FACILITY: 2002-2004

#### PAYMENT 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 three (3) beds per month according to the following rates of payment:
  - a. The rate of payment for a client referred by County to Contractor shall be TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600) per bed/per month, or a daily rate of EIGHTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$85.48) for the first (1<sup>st</sup>) period of the contract term, February 1, 2002 through June 30, 2003.
  - b. After the first (1<sup>st</sup>) period, a cost of living adjustment (COLA), if any, may be negotiated annually. Any COLA negotiated would be based on Bay Area rate of inflation, current SSI rates, and available County financial resources.
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 II, 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 TWO HUNDRED FORTY THOUSAND FIVE HUNDRED AND SEVENTY-NINE (\$240,579) 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 contract.
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.

## SCHEDULE C

Contract between County of San Mateo and MAR-RIC Transitional and Recovery Facility, 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.

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.

\_\_\_\_\_  
Name of 504 Person - Type or Print

MAR-RIC Transitional & Recovery Facility

2749 Lindbrook Drive

Name of Contractor(s) - Type or Print

Street Address or PO Box

Riverbank

CA

95367

City

State

Zip Code

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

February 06, 2002  
Date

Clifton B. Jones LICENCEE/OWNER  
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."

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: January 18, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

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

CONTRACTOR: MAR-RIC Transitional & Recovery Facility

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:

MIKE MARZANO  
 FEB 4 2002  
 SAFETY OFFICER

*John P. Brown*  
 SIGNATURE



HOME OFFICE **SAN FRANCISCO**

**POLICY DECLARATIONS**

**CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREIN

INSURANCE IS EFFECTIVE FROM  
 12-01 A.M., PACIFIC STANDARD TIME  
 12-12-01 TO 12-12-02 AND SHALL  
 AUTOMATICALLY RENEW EACH 12-12  
 UNLESS CANCELLED

CONTINUOUS POLICY 1671049-01

MAR-RIC CARE HOME	DEPOSIT PREMIUM	\$1,568.00
2749 LINDBROOK DRIVE	MINIMUM PREMIUM	\$650.00
RIVERBANK, CALIF 95367	PREMIUM ADJUSTMENT PERIOD	QUARTERLY
		N. ME.

NAME OF EMPLOYER-- JONES, CLIFTON B  
 (AN INDIVIDUAL EMPLOYER AND NOT  
 JOINTLY WITH ANY OTHER EMPLOYER)

TRADE NAMES - MAR-RIC CARE HOME

LOCATIONS-- 2749 LINDBROOK DRIVE  
 RIVERBANK CA 95367

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 12-12-01 TO 12-12-02

		BASE RATE	INTERIM BILLING RATE*
9070	RESIDENTIAL CARE FACILITIES FOR ADULTS --N.O.C.--ALL EMPLOYEES--N.P.D. WITH 8804(1), "ALCOHOLIC AND DRUG RECOVERY HOMES", OR 8804(2), "SOCIAL REHABILITA- TION FACILITIES FOR ADULTS".	18.72	15.55

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

SSN 566060001

TOTAL ESTIMATED ANNUAL PREMIUM \$5,226

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/24/2002

PRODUCER (949)582-5220 FAX (949)367-2933  
Care Providers Insurance Brokers Inc.  
License Number OC03992  
26441 Crown Valley Parkway  
Mission Viejo, CA 92691

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 Mar-Ric Jones Care Home  
DBA: Cliff Jones, Margaret & Paul Jones  
2749 Lindbrook Drive  
Riverbank, CA 95367

INSURER A: **United National Insurance**  
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 MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CGA042965	12/13/2001	12/13/2002	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ N/A
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 1,000,000
A	AUTOMOBILE LIABILITY	CGA042965	12/13/2001	12/13/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OT-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Location: 2749 Lindbrook Drive, Riverbank, CA

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE LIABILITY LISTED ABOVE.

\*EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Mental Health 225 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 Alison Leeds/DIANAP <i>Alison Leeds</i>

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: MAR-RIC Transitional and Recovery Facility
Contact Person: Clifton Jones
Address: 2749 Lindbrook Drive
Riverbank, CA 95367
Phone Number: 209-869-2848 Fax Number: 209-869-3840

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 6 day of FEBRUARY, 2002 at RIVERBANK, CA.
(City) (State)

Clifton B. Jones
Signature

CLIFTON B. JONES
Name (Please Print)

Licencee / owner
Title

770568424
Contractor Tax Identification Number

PRODUCER (949)582-5220 FAX (949)367-2933  
 Care Providers Insurance Brokers Inc.  
 License Number OC03992  
 26441 Crown Valley Parkway  
 Mission Viejo, CA 92691

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 Mar-Ric Jones Care Home  
 DBA: Cliff Jones, Margaret & Paul Jones  
 2749 Lindbrook Drive  
 Riverbank, CA 95367

INSURER A: United National Insurance  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

COVERAGES

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	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ N/A
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	CGA042965	12/13/2001	12/13/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STAT-TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Location: 2749 Lindbrook Drive, Riverbank, CA

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE LIABILITY LISTED ABOVE.

EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Mental Health 225 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 <u>30</u> 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 Alison Leeds/DIANAP <i>Alison Leeds</i>



IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

<b>STATE COMPENSATION INSURANCE FUND</b>	HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
	CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON		

INSURANCE IS EFFECTIVE FROM  
12:01 A.M., PACIFIC STANDARD TIME  
12-12-01 TO 12-12-02 AND SHALL  
AUTOMATICALLY RENEW EACH 12-12  
UNTIL CANCELLED

CONTINUOUS POLICY 1671049-01

MAR-RIC CARE HOME	DEPOSIT PREMIUM	\$1,568.00
2749 LINDBROOK DRIVE RIVERBANK, CALIF 95367	MINIMUM PREMIUM PREMIUM ADJUSTMENT PERIOD	\$650.00 QUARTERLY N NK

NAME OF EMPLOYER- JONES, CLIFTON B  
(AN INDIVIDUAL EMPLOYER AND NOT  
JOINTLY WITH ANY OTHER EMPLOYER)

TRADE NAMES- MAR-RIC CARE HOME

LOCATIONS- 2749 LINDBROOK DRIVE  
RIVERBANK CA 95367

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 12-12-01 TO 12-12-02

		BASE RATE	INTERIM BILLING RATE*
9070	RESIDENTIAL CARE FACILITIES FOR ADULTS --N.O.C.--ALL EMPLOYEES--N.P.D. WITH 8804(1), "ALCOHOLIC AND DRUG RECOVERY HOMES", OR 8804(2), "SOCIAL REHABILITA- TION FACILITIES FOR ADULTS".	18.72	15.55

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

SSN 566060001

TOTAL ESTIMATED ANNUAL PREMIUM \$5,226

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO DECEMBER 24, 2001 POLICY FORM L 1

DEC. 7. 2001 5:01PM

**STATE  
COMPENSATION  
INSURANCE  
FUND**

STATE COMPENSATION INSURANCE FUND  
1515 15th Street, Alameda, CA 94606

Applicant Copy

Printed 12/07/2001

Quote ID 489842 B Eff Date 12/10/2001 Exp Date 12/10/2002

Estimate of Annual Premium prepared for

Broker  
Name:  
Address:

Applicant  
Name:  
Address:

MAR-RIC CARE HOME  
2749 LINDBROOK DRIVE

City, State Zip:  
Phone:  
Fax:  
Attn:

City, State Zip: RIVERBANK, CA 95367  
Phone: (209) 869-2848  
Fax: (209) 869-3840

Code	Description	Rate	Estimated Premium	Base Premium
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G 90703 Residential Care Facilities for Adults - N.O.C. 18.72 33,800 6,290

Base Premium 6,290  
Experience Mod  
Standard Premium 6,290

Rating Plan Modifier 1.00000  
Estimated Modified Premium 6,290  
Estimated Premium Discount Credit Factor 0.83077

Estimated Annual Premium 5,226

Interim Billing Factor 0.83077

Minimum Premium 650

Employer's Liability Limits: \$1,000,000

This quote is based on information provided to State Fund

Premium Discount		
Modified Premium is discounted according to the following schedule.		
First	\$1,000	0%
Next	\$4,000	19.0%
Above	\$5,000	23.6%

Class Code & Rate Summary

Class Code	Base Rate	Interim Billing Rate
90703	18.72	15.56

\* Interim billing rates shown in this quote will be used on payroll reports. They take into account rating plan credits (or debits) which will apply at final billing and an estimate of your premium discount as detailed above. The actual discount applied at final billing will be based on the actual payroll reported on your policy and subject to audit.