

AGREEMENT WITH LONNY DAVIS,
DBA DAVIS GUEST HOME,
FOR RESIDENTIAL BOARD AND CARE SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LONNY
DAVIS, DBA DAVIS GUEST 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 for County mental health clients 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-FIVE THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$189,534) 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:

Lonny Davis
dba Davis Guest Home
1878 East Hatch Road
Modesto, CA 95351

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 July 1, 2002, through June 30, 2005. 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

LONNIE DAVIS,
dba DAVIS GUEST HOME

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

By:  _____

Date: _____

Date: 6/14/02

ATTEST:

By: _____

Date: _____

Clerk of Said Board

SCHEDULE A

LONNY DAVIS, DBA DAVIS GUEST HOME: 2002-2005

SERVICES

In addition to the services required by license Contractor shall provide, under the general direction of the Director of Mental Health Services or her designee, the 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.
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. 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.
7. 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.
8. 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.

A. COMMUNITY REINTEGRATION LEVEL SERVICES

This level is reached when the facility and the County agree that the client is ready for a lower level of care and is awaiting placement in the community. Minimal Intermediate Level Services continue until placement.

B. INTERMEDIATE LEVEL SERVICES

Contractor shall provide these services for residents reimbursed at intermediate rates:

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 experience and skill 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.

C. TRANSITIONAL LEVEL SERVICES

Transitional Level Services include Intermediate Level Services, plus additional supervision and staff time. All new admissions to the facility are admitted at this level. New clients are evaluated after 30 days and at least every three months. When evaluation determines that less intensive care is required, clients are moved to Intermediate Level Services.

Contractor shall provide these transitional level services with extra staff supervision for residents reimbursed at transitional rates:

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.
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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.

D. GOALS & OBJECTIVES

Goal 1: 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 ten percent (10%) of clients will be discharged to acute or sub-acute care within six (6) months of admission.

E. 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

LONNY DAVIS, DBA DAVIS GUEST HOME: 2002-2005

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 receiving Community Reintegration Level Services shall be TWENTY SIX DOLLARS (\$26.00) per day.
 - b. The rate of payment for a client receiving Intermediate Level Services shall be FORTY DOLLARS (\$40.00) per day.
 - c. The rate of payment for a client receiving Transitional Level Services shall be FIFTY SIX DOLLARS (\$56.00) per day.
 - d. Rate increases after the first (1st) year shall be at the sole discretion of the Director, or her designee. In no event shall the maximum, but not guaranteed, compensation exceed ONE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED AND THIRTY-FOUR DOLLARS (\$189,534).
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 ONE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$189,534) 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.

SCHEDULE C

Contract between County of San Mateo and Lonny Davis, dba Davis Guest 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, ARC, 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.

Lonny G. Davis

Name of 504 Person - Type or Print

Lonny Davis dba Davis Guest Home

Name of Contractor(s) - Type or Print

1878 East Hatch Road

Street Address or P.O. Box

Modesto

City

CA

State

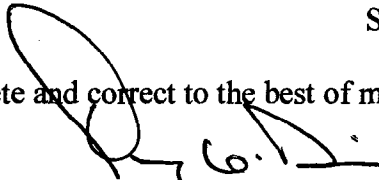
95351

Zip Code

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

5/21/02

Date

 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

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Davis Guest Home
Contact Person: Lonnie Davis
Address: 1878 East Hatch Road
Modesto, CA 95351
Phone Number: 209-538-1496 Fax Number: 209-538-9421

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

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

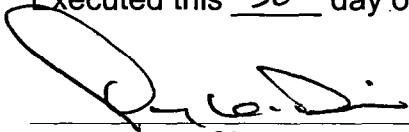
III Equal Benefits Compliance (Check one)

- 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 30th day of MAY, 2002 at Modesto, CA
(City) (State)



Signature

Lonny G. Davis

Name (Please Print)

Owner

Title

94-2532667

Contractor Tax Identification Number

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Davis Trust Home
 FILE NAME: SVSMCHSATC/HEALTH CONTRACTS/Davis Trust Home 02-05
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Jerry Welcox - Pittgers
 CONTRACT ADMINISTRATOR: Carol Sanford

1. Review by Division Director

Comments:

To LE ~~Walter~~
OK per JP+TWR 4/19/02 TO JK 4/25/02

Initials-Date

2. Review by Division Fiscal Officer

Comments: To JLW 4/29/02

5/8/02

Initials-Date

3. Review by Risk Management

Comments:

Initials-Date

4. Review by County Counsel

Comments:

pkf 5/9/02

Initials-Date

4. Copies of agreement and resolution made by division

Initials-Date

5. Review by Health Services Administration Analyst

Comments:

Initials-Date

6. Review by Health Services Administration Deputy Director

Comments:

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor

Comments:

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: April 17, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Caryl Fairfull, Mental Health Services/PONY #MLH 322

CONTRACTOR: Davis Guest Home

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

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

APPROVE  WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

G: mhmaryandkaren/InsuranceApprovalPriscillaHarris

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health

SUBJECT: Davis Trust Home

FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/Davis Trust Home 02-05

CONTENT SERVICES NUMBER: _____

PROGRAM MANAGER: Jerry Wilson - Pittgers

CONTRACT ADMINISTRATOR: Cory Jansuel

1. Review by Division Director

Comments:

To LE ~~Walter~~
OK per JP & TWK 4/19/02 To JK 4/25/02

Initials-Date

2. Review by Division Fiscal Officer

Comments: To JW 4/24/02

5/8/02

Initials-Date

3. Review by Risk Management

Comments:

phm 5/22/02

Initials-Date

4. Review by County Counsel

Comments:

5/9/02

Initials-Date

4. Copies of agreement and resolution made by division

Initials-Date

5. Review by Health Services Administration Analyst

Comments:

Initials-Date

6. Review by Health Services Administration

Deputy Director

Comments:

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor

Comments:

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

APR. 26, 2002 4:23PM FICORV INSURANCE LIABILITY INSURANCE NO. 763 P.1 DATE (MM/DD/YY) 03/26/2002

PRODUCER (530)895-1555 FAX (530)895-1572
 Titus-Loavitt Ins & Financial Services
 2068 Talbert Dr. Suite 100
 Chico, CA 95928

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 Davis Guest Home, Inc.
 DBA: Lonny Davis (dba)
 1878 East Hatch Road
 Modesto, CA 95351

INSURER A: California Insurance Group
 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2-SSP-3-102-5203	03/22/2002	03/22/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ Inc
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2-SAP-3-102-2503	03/22/2002	03/22/2003	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATE-TOBY LIMITS <input type="checkbox"/> OTH-PA <input type="checkbox"/> F.L. EACH ACCIDENT \$ F.L. DISEASE - EA EMPLOYEE \$ G.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATION/LOCATION(S)/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT(S)/SPECIAL PROVISIONS
Proof of Liability Insurance

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPERE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joyce Bippus

Joyce Bippus
 RECORD CORPORATION 1888

ACORD 25-B (7/87)

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-01

POLICY NUMBER: 317-01 UNIT 0003215
CERTIFICATE EXPIRES: 10-01-02

COUNTY OF SAN MATEO
DEPT OF MENTAL HEALTH
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 30 days' advance written notice to the employer.

We will also give you 30 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. Bollier
PRESIDENT

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

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

DAVIS GUEST HOME
1878 E HATCH RD
MODESTO CA 95351

DAVIS GUEST HOME, INC.

PRINTED: 09-17-01 P0410

THIS DOCUMENT HAS A BLUE PATTERNED BACKGROUND

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Davis Guest Home
Contact Person: Lonnie Davis
Address: 1878 East Hatch Road
Modesto, CA 95351
Phone Number: 209-538-1496 Fax Number: 209-538-9421

II Employees

Does the Contractor have any employees? X Yes ___ No

Does the Contractor provide benefits to spouses of employees? X Yes ___ No

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

III Equal Benefits Compliance (Check one)

- X 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 21st day of MAY, 2002 at Modesto, CA (City) (State)

[Signature]
Signature

Lonny G. Davis
Name (Please Print)

Owner
Title

94-2532667
Contractor Tax Identification Number