

AMENDMENT TO THE AGREEMENT WITH
MAR-RIC TRANSITIONAL AND RECOVERY FACILITY

THIS AGREEMENT, entered into this ____ day of _____, 2002, 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, on March 5, 2002, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

“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 SIXTY-NINE THOUSAND TWO HUNDRED AND FOUR DOLLARS (\$169,204) for the contract term.”

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. For the period of February 1, 2002, through August 31, 2002, the rate of payment for a client referred by County to Contractor shall be SIXTY DOLLARS AND THIRTEEN CENTS (\$60.13) per day.
 - b. For the period September 1, 2002, through June 30, 2004, the rate of payment shall be SIXTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$65.35) per client day.”
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 SIXTY-NINE THOUSAND TWO HUNDRED FOUR DOLLARS (\$169,204) 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 (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."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with MAR-RIC TRANSITIONAL AND RECOVERY FACILITY, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

SAN MATEO COUNTY

MAR-RIC TRANSITIONAL AND RECOVERY FACILITY

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

By: Clyton Jones

Date: _____

Date: 9-27-02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: MAR-RIC Transitional & Recovery Facility
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Jerry Wilcox-Pittman
 CONTRACT ADMINISTRATOR: Caryl Tarfull

1. Review by Division Director
 Comments: JK 8/27/02
TW 8/27/02

 Initials-Date

2. Review by Division Fiscal Officer
 Comments: JW 8/23/02

 Initials-Date

3. Review by Risk Management
 Comments: _____
phm 9/18/02
 Initials-Date

4. Review by County Counsel
 Comments: PF 8/27/02

 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: September 16, 2002

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Caryl Fairfull, 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):

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



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
2749 LINDBROOK DRIVE	MINIMUM PREMIUM	\$650
RIVERBANK, CALIF 95367	PREMIUM ADJUSTMENT PERIOD	QUARTER

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.

INSURER	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 <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CGA042965	12/13/2001	12/13/2002	EACH OCCURRENCE \$ 1,000
	FIRE DAMAGE (Any one fire) \$ 100				
	MED EXP (Any one person) \$				
	PERSONAL & ADV INJURY \$ 1,000				
	GENERAL AGGREGATE \$ 3,000				
	PRODUCTS - COMP/OP AGG \$ 1,000				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CGA042965	12/13/2001	12/13/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
	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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY 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 *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? 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 3 day of Sept, 2002, at RIVERBANK, Ca
(City) (State)

Clifton Jones
Signature

CLIFTON JONES
Name (Please Print)

Adm.
Title