

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

THIS AMENDMENT, 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, on November 23, 2004, 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:

1. Paragraph 3, Payments, of the Original Agreement is hereby amended to read as follows:

"3. Payments

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS (\$106,800) for the contract term."

2. Exhibit A of the Original Agreement is hereby deleted and replaced with

Exhibit A and B attached hereto.

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 of November 23, 2004, 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.

COUNTY OF SAN MATEO

MAR-RIC TRANSITIONAL AND RECOVERY FACILITY

By: \_\_\_\_\_  
Richard S. Gordon  
President, Board of Supervisors

By: Clytore Jordan

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

Date: February 22, 2005

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

MAR-RIC TRANSITIONAL AND RECOVERY FACILITY  
FY 2004 – 2005  
Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

In addition to the services required by license, Contractor shall provide under the general supervision of the department, services described below in a manner consistent with the terms and provisions of this Agreement.

Contractor shall 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 Resource Management.

A. STEP DOWN SERVICES

Contractor shall receive a "step down" rate for clients receiving basic services provided by a licensed residential care facility, identified in Title 22, Division 6, Chapters 6 and 8, Community Care Licensing Policies and Procedures. "Step down" services shall be provided for those clients who do not require "augmented services".

B. AUGMENTED SERVICES

In addition to the basic services provided to "step down" clients contractor shall provide the following additional services to clients who are assessed to need "augmented services":

1. Behavioral interventions, such as redirection or group meetings with client and case manager, for clients who consistently exhibit behavior problems such as altercations with peers, non-compliance with house rules and / or disruptive behaviors that impact other clients in the home.
2. Provide assistance to clients who need additional support around personal hygiene and toileting issues.
3. Provide the support needed to assist client in managing his/her basic needs and handling of the day to day routine. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as budgeting and managing money, shopping and doing laundry.

4. Provide individualized special diets and/or meals to clients.

## II. Administrative Requirements

- A. 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 Resource Management throughout the year may be used for this purpose, as well as outside trainings.
- B. Contractor shall maintain individual client records in accordance with County and state requirements. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.
- C. Contractor shall participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
- D. Contractor shall participate in required monthly supplemental services meetings and trainings as set up by Resource Management. Additional continuing education or other training may not be substituted for the monthly meetings.
- E. Contractor shall notify and submit a copy of any licensing report noting a deficiency issued by licensing agency to Resource Management within forty-eight (48) hours from date received. Failure to comply with this provision will result in suspension of payment.
- F. Contractor shall 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.
- G. Paragraph 14 of the Agreement, (Retention of Records) notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- H. Administering Satisfaction Surveys

Contractor shall facilitate the administration of all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

- I. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

### III. GOALS AND OBJECTIVES

GOAL 1: Clients shall be satisfied with services provided

OBJECTIVE 1: At least eighty percent (80%) of clients shall rate services as satisfactory.

GOAL 2: To modify clients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

OBJECTIVE 1: At least forty percent (40%) of all discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

MAR-RIC TRANSITIONAL AND RECOVERY FACILITY  
FY 2004 – 2005  
EXHIBIT B

In full consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. Payments

A. County shall pay Contractor for up to a maximum of five (5) beds per month according to the following rates of payment:

1. County shall pay Contractor at the daily bed rate of SIXTY-FIVE DOLLARS AND THIRTY-SIX CENTS (\$65.36) per bed, for the term of the agreement.

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS (\$106,800).

C. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86-01:

1. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities can be limited to seven (7) days per month. Such payment is allowable only when all of the following conditions are met:

- a. the absence is consistent with the client's service and treatment plans;
- b. the absence is necessary for the client's progress or maintenance at this level of care;
- c. the absence is planned, or anticipated; and
- d. the absence, as well as the purpose(s) of the absence, are documented.

2. 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 IV, paragraph C.1. a. above, can be 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.

D. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Paragraph B of this Exhibit B.

E. Monthly Reporting

1. 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 prior month. Contractor shall submit an original invoice only (faxes are not accepted), and shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice, which shall include individual client days and the level of service provided as well as a monthly admit and discharge sheet.

2. County reserves the right to modify the description of services as the County deems necessary.

F. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

G. In the event this Agreement is terminated prior to June 30, 2005 the Contractor shall be paid for services already provided pursuant to this Agreement.

H. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.

I. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County.

J. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 200\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"



COUNTY OF SAN MATEO

MEMORANDUM

DATE: November 9, 2004

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Mary Vozikes, Mental Health/FAX x2841/PONY #MLH 322
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: MAR-RIC Transitional and Recovery Facility

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: Yes

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

Table with 5 columns: COVERAGE, Amount, Approve, Waive, Modify. Rows include Comprehensive General Liability, Motor Vehicle Liability, Professional Liability, and Worker's Compensation.

REMARKS/COMMENTS:

Handwritten signature of Priscilla Morse with the word SIGNATURE printed below it.

<b>ACORD</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) 12/14/2004
<b>CARE PROVIDERS INSURANCE BROKERS</b> LICENSE #0C03992 P.O. Box 9055 MISSION VIEJO, CA 92690 949-582-5220 800-432-8431 MAP-RIC JONES CARE HOME 2749 LINDBROOK DRIVE RIVERBANK CA 95367		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.
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		INSURER A: UNITED NATIONAL INSURANCE COMPANY
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF 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	ADFL INBRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	CGA044898	12/13/04	12/13/05	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ Not Included
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS-COMP/OP AGG. \$ 3,000,000
A		<b>AUTOMOBILE LIABILITY</b>	CGA044898	12/13/04	12/13/05	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ Not Included
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ Not Included
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ Not Included
		<input type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$ Not Included
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ Not Included
						AUTO ONLY: AGG \$ Not Included
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$ Not Included
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ Not Included
		<input type="checkbox"/> DEDUCTIBLE				\$ Not Included
		<input type="checkbox"/> RETENTION \$				\$ Not Included
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				NO STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED				E.L. EACH ACCIDENT \$ Not Included
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE \$ Not Included
						E.L. DISEASE-POLICY LIMIT \$ Not Included
A		<b>OTHER: PROFESSIONAL LIABILITY</b>	CGA044898	12/13/04	12/13/05	\$1,000,000 EACH CLAIM \$3,000,000 AGGREGATE AGG LIMIT IS COMBINED PL & CGL

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED UNDER THE ABOVE POLICY BUT ONLY AS THEIR INTERESTS MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

STANISLAUS COUNTY BEHAVIORAL HEALTH & RECOVERY  
 IT'S OFFICERS, OFFICIALS AND EMPLOYEES  
 800 SCENIC DRIVE  
 MODESTO CA 95350

Attention:

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*George C. Clipham*  
 Barry C. Clipham

POLICYHOLDER COPY

**STATE** P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807  
COMPENSATION  
INSURANCE

**FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-04-2005

GROUP:  
POLICY NUMBER: 1671049-2004  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 12-12-2005  
12-12-2004/12-12-2005

STANISLAUS COUNTY MENTAL HEALTH  
800 SENIC  
MODESTO CA 95350

**OFFICIAL STATE  
FUND DOCUMENT**

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

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

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

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

*J. Andros*

AUTHORIZED REPRESENTATIVE

*Dianne C. Oki*

PRESIDENT

**OFFICIAL STATE  
FUND DOCUMENT**

STANDARD POLICY EXCLUSIONS: INDIVIDUAL EMPLOYERS, HUSBAND AND WIFE EMPLOYERS, EMPLOYERS COVERED UNDER CPL INSURANCE AND EMPLOYERS EXCLUDED UNDER CALIFORNIA WORKERS COMPENSATION LAW.

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

**OFFICIAL STATE  
FUND DOCUMENT**

EMPLOYER

JONES, CLIFTON B DBA: MAR-RIC CARE HOME  
120 W GRANVILLE AVE  
MODESTO CA 95350

**OFFICIAL STATE  
FUND DOCUMENT**

CARE PROVIDERS INS  
 PO BOX 9055  
 MISSION VIEJO, CA 92690

Named Insured:

MAR-RIC JONESCARE  
 2749 LINDBROOK DRIVE  
 RIVERBANK, CA 95367

**Policy number: 01554589-2**

**Progressive Casualty Insurance Company**

October 20, 2004

Policy Period: Mar 21, 2004 - Mar 21, 2005

Page 1 of 3

**personal.progressive.com**

Make payments, check billing activity or check status of a claim.

**949-582-5220**

**CARE PROVIDERS INS**

Contact your agent during business hours.

**800-876-8270**

For policy service and claims service,  
 24 hours a day, 7 days a week.

## Commercial Auto Insurance Coverage Summary

### This is your Declarations Page

### Your coverage has changed

Your coverage began on March 21, 2004 at 12:01 a.m. This policy expires on March 21, 2005 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 1050 (11-94). The contract is modified by forms 7886 (10/01), 5701 (07/98), 6212 (05/97), 1602 (08/83), 8470 (12/86), 1197 (08/93) and 4792A (01/03).

The named insured organization type is a sole proprietorship.

#### Policy changes effective October 19, 2004

Premium change: -\$845.00

Changes: The auto coverage schedule for this policy has changed.

The changes shown above will not be effective prior to the time the changes were requested.

#### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$9,951
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	\$1,000,000 each person/\$1,000,000 each accident		460
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	\$5,000 each accident		251
Comprehensive			357
See Schedule Of Covered Autos	Limit of liability less deductible		
Collision			3,063
See Schedule Of Covered Autos	Limit of liability less deductible		
<b>Total 12 month policy premium</b>			<b>\$14,082</b>

PLEASE READ YOUR POLICY

POLICY NUMBER CA 0-15-54-589-2

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

Previous policy no.

Form 1050 Ed. 1194

RESIDENTIAL CARE

DECLARATIONS  
NAMED INSURED

CLIFF JONES  
MAR-RIC JONES CARE H  
2749 LINDBROOK DRIVE  
RIVERBANK CA 95367

PAGE 1 OF 3

AGENT  
CARE PROVIDERS INS  
PO BOX 9055  
MISSION VIEJO CA 92691

**PROGRESSIVE**  
COMMERCIAL VEHICLE INSURANCE

POLICY TERM: MAR 21, 2004 TO MAR 21, 2005

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

CA-09396  
PROGRESSIVE CASUALTY INS. CO.  
P.O. BOX 94739, CLEVELAND, OHIO 44101 1-800-444-4487

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

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

COVERAGES		FULL TERM PREMIUM CHARGES
A SINGLE LIMIT BODILY INJURY AND		
PROPERTY DAMAGE LIABILITY	\$1,000,000 EACH ACC	\$7808
C MEDICAL PAYMENTS	\$ 5,000 EACH ACCIDENT	\$191
D COMP OR FTCAC STATED AMT	SEE SCHEDULE OF COVERED VEH FOR DED	\$496
E COLLISION OR UPSET-STD AMT	SEE SCHEDULE OF COVERED VEH FOR DED	\$2160
I UM/UNDERINSURED MOTORIST	\$1,000,000/PERS. \$1,000,000/ACC.	\$690

FILING FEES \$0.00  
TOTAL POLICY PREMIUM \$11,345.00

ATTACHMENT IDENTIFIED BY FORM NUMBER

7886 (10-01) 5701 (07-98) 6212 (05-97) 1602 (08-83) 8470 (12-86) 1197 (08-93)  
4792A (01-03)

DRIVERS PAGE 2 , COVERED VEH PAGE 3

ICC-N MCS90-N  
PUC-N OTH-N

Any loss under Part III is payable as interest may appear to named insured and above loss payee: Prog Premium Budget: C8  
Fin. Resp. Filed: G2 BGO 04032 XXXX For Whom: 8.0 CAICSTIC Case No: R/R 0203% Factor Used: F/R 062002

Signature: