

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MAR-RIC TRANSITIONAL AND RECOVERY FACILITY**

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, 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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of professional services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 the County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$127,641).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

This Agreement may be terminated by Contractor, the Director of Mental Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. 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, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.
- (2) **Liability Insurance** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

#### **10. Compliance with laws; payment of Permits/Licenses**

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. 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.

**16. Notices**

Any notice, request, demand, or other communication required or permitted

hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo County  
Mental Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

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

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

ATTEST:

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

MAR-RIC TRANSITIONAL AND  
RECOVERY FACILITY

  
Contractor's Signature

Date: 8.14.06

Long Form Agreement/Non Business Associate v 6/29/06

MAR-RIC TRANSITIONAL AND RECOVERY FACILITY  
FY 2006 – 2007  
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.

- A. Provide up to five (5) beds per month, as needed by County for individuals who are transitioning from locked facilities or psychiatric inpatient units, or who would otherwise require locked facility placement, in order to keep them in the community and out of more restrictive and more expensive locked facility placements. County shall assess and pre-approve all clients for these transitional services.
- B. 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.
- C. 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.
- D. Participate in County's Management Information System. Supply needed documentation and information to the Mental Health Services Program Office in a timely manner.
- E. 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.
- F. Must 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 from the program.
- G. 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.

## II. Administrative Requirements

- A. Paragraph 12 of the Agreement and Paragraph I.C. of Exhibit A, 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.
- B. Contractor shall facilitate the administration of satisfaction survey instruments as directed by the County, including outcomes and satisfaction measurement instruments.
- C. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Deputy Director for Adult/Old Adult Services 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 2006 – 2007  
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

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of 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.

- A. County shall pay Contractor at the rate of SIXTY-NINE DOLLARS AND NINETY-FOUR CENTS (\$69.94) per bed, per day for transitional residential mental health services. County shall pay Contractor for up to a maximum of five (5) beds per month.
- B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$127,641).
- 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;
- D. The Director of the Health Department or her designee, is authorized to execute subsequent amendments and or minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the types of services and activities provided under the agreement.
- 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 4 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, 2007 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 \_\_\_\_\_"

ATTACHMENT I

**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 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.

Rolando Andrade  
Name of 504 Person - Type or Print

MAR-RIC Transitional and Recovery Facility  
Name of Contractor(s) - Type or Print

2749 Lindbrook Drive  
Street Address or P.O. Box

Riverbank, CA 95367  
City, State, Zip Code

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

Chyler Jordan  
Signature

Owner / Admin  
Title of Authorized Official

8.16.06  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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: MAR-RIC Transitional and Recovery Facility  
Contact Person: Clifton Jones  
Address: 2749 Lindbrook Drive  
Riverbank, California 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 18 day of August, 2006 at Riverbank CA  
(City) (State)

Clifton Jones  
Signature

CLIFTON JONES  
Name (Please Print)

Owner/Administrator  
Title

**CONTRACT INSURANCE APPROVAL**

DATE: August 21, 2006  
TO: Janine Keller FAX: 363-4864 PONY: EPS 163  
FROM: Mary Vozikes  
PHONE: 573-2537 FAX: 573-2841 PONY: MLH 322

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: MAR-RIC Transitional and Recovery Services

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes


NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Yes

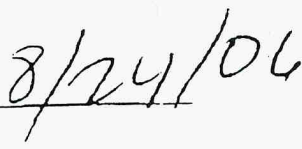
DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
Risk Management Signature

  
Date

## OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2005

**CARE PROVIDERS INSURANCE BROKERS**  
**LICENSE #0C03992**  
**P.O. Box 9055**  
**MISSION VIEJO, CA 92690**  
**949-582-5220 800-432-8431**

IC.

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

NAIC #

INSURED  
**MAR-RIC JONES CARE HOME**  
**C/O CLIFF JONES, PAUL & MARGARET JONES**  
**2749 LINDBROOK DRIVE**  
**RIVERBANK CA 95367**

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 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CGA045413	12/13/05	12/13/06	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/>	CLAIMS MADE <input type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ Not Included
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG. \$ 3,000,000
A		AUTOMOBILE LIABILITY	CGA045413	12/13/05	12/13/06	COMBINED SINGLE LIMIT (Ea 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 checked="" type="checkbox"/>	HIRED AUTOS				
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ Not Included
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ Not Included
						AUTO ONLY: AGG \$ Not Included
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ Not Included
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ Not Included
						\$ Not Included
		DEDUCTIBLE				\$ Not Included
		RETENTION \$				\$ Not Included
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY 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		OTHER: PROFESSIONAL LIABILITY	CGA045413	12/13/05	12/13/06	\$1,000,000 EACH CLAIM \$3,000,000 AGGREGATE

## 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. PHYSICAL AND SEXUAL ABUSE LIMITS \$100,000/  
 \$300,000 LOC #1 2749 LINDBROOK DR. RIVERBROOK, CA 95367 LOC #2 2766 MORILL ROAD RIVERBANK, CA 95367

## CERTIFICATE HOLDER

**STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES**  
**ITS 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Barry C. Clipsham*  
 Barry C. Clipsham

**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE  
SAN FRANCISCO

**ENDORSEMENT AGREEMENT**

**EFFECTIVE MARCH 1, 2006 TO DECEMBER 12, 2006**

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

**MAR-RIC CARE HOME**

**2749 LINDBROOK DR  
RIVERBANK, CA 95367**

- B. FOR THE PERIOD BEGINNING ON JANUARY 1, 2003 AND  
ENDING ON DECEMBER 31, 2003, AN AMOUNT EQUAL TO 7%  
OF OUR DIRECT EARNED PREMIUMS, AS PROVIDED IN THE  
ACT, OVER THE CALENDAR YEAR IMMEDIATELY PRECEDING  
JANUARY 1, 2003.
- C. FOR THE PERIOD BEGINNING JANUARY 1, 2004 AND ENDING  
ON DECEMBER 31, 2004, AN AMOUNT EQUAL TO 10% OF OUR  
DIRECT EARNED PREMIUMS, AS PROVIDED IN THE ACT,  
OVER THE CALENDAR YEAR IMMEDIATELY PRECEDING  
JANUARY 1, 2004.
- D. FOR THE PERIOD BEGINNING ON JANUARY 1, 2005 AND  
ENDING ON DECEMBER 31, 2005, AN AMOUNT EQUAL TO 15%  
OF OUR DIRECT EARNED PREMIUMS, AS PROVIDED IN THE  
ACT, OVER THE CALENDAR YEAR IMMEDIATELY PRECEDING  
JANUARY 1, 2005.
- E. FOR THE PERIOD BEGINNING ON JANUARY 1, 2006 AND  
ENDING ON DECEMBER 31, 2006, AN AMOUNT EQUAL TO  
17.5% OF OUR DIRECT EARNED PREMIUMS, AS PROVIDED IN  
THE ACT, OVER THE CALENDAR YEAR IMMEDIATELY  
PRECEDING JANUARY 1, 2006.

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 3, 2006

2558

*James Neary*  
AUTHORIZED REPRESENTATIVE

*J. Andor*  
PRESIDENT

**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE  
SAN FRANCISCO

**ENDORSEMENT AGREEMENT**

**EFFECTIVE MARCH 1, 2006 TO DECEMBER 12, 2006**

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

**MAR-RIC CARE HOME**

**2749 LINDBROOK DR  
RIVERBANK, CA 95367**

- F. FOR THE PERIOD BEGINNING JANUARY 1, 2007 AND ENDING ON DECEMBER 31, 2007, AN AMOUNT EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS, AS PROVIDED IN THE ACT, OVER THE CALENDAR YEAR IMMEDIATELY PRECEDING JANUARY 1, 2007.

**LIMITATION OF LIABILITY**

THE ACT MAY LIMIT OUR LIABILITY TO YOU UNDER THIS POLICY. IF ANNUAL AGGREGATE INSURED TERRORISM OR WAR LOSSES OF ALL INSURERS EXCEED \$100,000,000 DURING THE APPLICABLE PERIOD PROVIDED IN THE ACT, AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, THE AMOUNT WE WILL PAY FOR INSURED TERRORISM OR WAR LOSSES UNDER THIS POLICY WILL BE LIMITED BY THE ACT, AS DETERMINED BY THE SECRETARY OF THE TREASURY.

**POLICYHOLDER DISCLOSURE NOTICE**

1. INSURED TERRORISM OR WAR LOSSES WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY THE ACT. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT WOULD PAY 90% FOR PROGRAM YEAR 4 AND 85% FOR PROGRAM YEAR 5 OF OUR INSURED TERRORISM OR WAR LOSSES EXCEEDING OUR INSURER DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**MARCH 3, 2006**

**2558**

*James Neary*  
AUTHORIZED REPRESENTATIVE

*J. Andor*  
PRESIDENT