RESOLUTION - ACTION REQUESTED 2017-316

MEETING: May 23, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Davis Guest Home Agreement to Provide Residential Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Davis Guest Home to provide community residential treatment services for clients referred by Mariposa County Behavioral Health in an amount not to exceed $37,128; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest home has served Stanislaus and other counties for over 25 years.

Funding Source:
This item is funded through Program Realignment funds. The rates for this contract are below rates for psychiatric emergency hospital beds or other serious levels of care, and there are significant staff time and travel cost savings for such placements during follow up visits because of the nearby location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on July 19, 2016, by Resolution Number 2016-383.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.

FINANCIAL IMPACT:
This contract will be paid within the Behavioral Health budget unit. There will be no impact to the County General Fund.

ATTACHMENTS:
Davis Agreement 2018 - Wc  (PDF)
CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 5/17/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann
AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest Home, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform personalized residential care as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $37,128.00. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay
losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. **HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.

6. **INDEPENDENT CONTRACTOR**

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. **PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of
Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Davis Guest Home, Inc.
1878 E. Hatch Rd
Modesto, CA 95351

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.
12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Mariposa Human Services Department. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

   A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

   B. Either party may terminate this Agreement for convenience upon 30 calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

   C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.
17. **DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Lonny Davis, Owner

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining an ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident’s interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:
- Money Management/Budgeting Training
- Public Transportation Access/Utilization
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Nutritional/Menu Planning and Food Preparation
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:
- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Self Acceptance Support Group

Entertainment/Recreational
- Annual trips to Disneyland
- Concerts, Community Events
- Holiday Celebrations
- Movies, Games, and Sports.
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations
- Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the
choices and types of activities and events that are sponsored or attended by residents.

_The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:_

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night, sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident’s personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident’s service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. **Quality Assurance Procedures**

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. **Description of the Facility and Community**

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers,
restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. All of our facilities are situated near public transportation. All together, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis, Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of Community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP’s (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.
9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTORS facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. HIPAA Compliance

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or
activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

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 MARIPOSA COUNTY 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 permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.”

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’s facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident’s bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.
Exhibit B
COST PROPOSAL

Transitional Rate Program/Services:

$ 1,026.37 SSI *
$ 1,046.37 SSI/SSA*
$ 102.00 Daily Patch Rate

The resident’s SSI/SSI monthly residential board and care rate is currently $1,026.37/$1,046.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based on acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates are $117.00 for higher acuity and $127.00 for private rooms.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,014.00 per month for a client who receives one check and $1034.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.’
W-9
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

Davis Guest Home, Inc.
Business name, if different from above

Check appropriate box: □ Individual/Sole proprietor □ Corporation □ Partnership
□ Limited liability company. Enter the tax classification (D=dissolved entity, C=corporation, P=partnership) □ Exempt
payee

Print or type on separate sheet above. See Specific instructions on page 2.

Address (number, street, and apt. or suite no.)
1878 E. Hatch Road
City, state, and ZIP code
Modesto, CA 95351
List account number(s) here (optional)

Requester’s name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid
backup withholding. For individuals, this is your social security number (SSN). However, for a resident
alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is
your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose
number to enter.

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal
Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has
notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup
withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.
For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement
arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must
provide your correct TIN. See the instructions on page 4.

Sign Here
Signature (Signature of U.S. person)
Date □ April 30, 2017

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN)
to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a
U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on
foreign partners’ share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is
substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
• The U.S. owner of a disregarded entity and not the entity,
**Certificate of Liability Insurance**

**Producer:** Wells Fargo Insurance Services USA, Inc.
CA DOI Lic. #008408 (916) 589-8000
10940 White Rock Road, 2nd floor
Rancho Cordova, CA 95670-6076

**Insured:** Davis Guest Home, Inc.
1878 E Hatch Road
Modesto, CA 95351

**Certificate Number:** 10922402
**Revision Number:** See below

**Certifying Person:**

**Contact Name:**

**Phone:**

**Fax:**

**E-Mail:**

**Insurer A:**
Republic Indemnity Company of California
43753

**Insurers B, C, D, E, F:**

**Coverages**

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**Workers Compensation and Employers' Liability**

**Any Proprietor/Partner/Executive Officer/Member/Excluded? (Mandatory in NH)**

| Y/N | N/A |

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Evidence of Coverage

**Certificate Holder:**
Mariposa Counseling Center
ATTN: Linda
P. O. Box 99
Mariposa, CA 95338

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRONTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (510) 233-2326 Fax: (510) 235-3322
NEK INSURANCE, INC.
PO BOX 809
EL CERRITO CA 94530

CONTACT NAME: NEK INSURANCE, INC.
PHONE: (510) 233-2600 FAX: (510) 235-3322
ADDRESS: 03507-15

INSURED: DAVIS GUEST HOME, INC.
1878 EAST HATCH ROAD
MODESTO CA 95351

INSURER(S) AFFORDING COVERAGE:
PHILADELPHIA INDEMNITY INSURANCE CO

COVERAGES
CERTIFICATE NUMBER: 57296
REVISION NUMBER:

THIS IS TO Certify THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR.
VNR. TYPE OF INSURANCE POLICY NUMBER POLICY EFF.
SUB.
LTD.
INSP.
NGR.
ON.
OFF.
FIND.
E-SH.
CHS.
CVR.
S-CT.
E-TH.
M-I.
S-PL.

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE  X OCCUR

X PROFESSIONAL LIABILITY

GENL AGRGATE LIMIT APPLIES PER.

X POLICY PROJECT LOC

LIMITS
EACH OCCURRENCE
1,000,000

DAMAGE TO RENTED
PREMISES (EA occurrence)
1,000,000

MED. EXP. (Any one person)
5,000

PERSONAL & ADV INJURY
1,000,000

GENERAL AGGREGATE
3,000,000

PRODUCTS - COM/MOP AGG
3,000,000

B AUTOMOBILE LIABILITY

LIMITS
SCHEDULED AUTOS
BODILY INJURY (Per person)
1,000,000

NON-OWNED AUTOS
BODILY INJURY (Per accident)

PROPERTY DAMAGE

(W/M $500/AGG)
EACH OCCURRENCE

AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGE, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPARTMENT OF HUMAN SERVICES
PO BOX 99
MARIPOSA, CA 95338

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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