# AGREEMENT WITH CALIFORNIA PSYCHIATRIC TRANSITIONS FOR MENTAL HEALTH REHABILIATION SERVICES

THIS AGREEMENT, entered into thisday of	_, 2003, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CALI	FORNIA
PSYCHIATRIC TRANSITIONS, hereinafter called "Contractor";	

#### WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, mental Health Services Division; and

WHEREAS, this agreement supercedes the interim agreement signed on January 31, 2003, and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

#### 1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide skilled nursing services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

#### 2. Payments

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED EIGHTY SEVEN

THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$587,680) for the contract term.

- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

#### 3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

#### 4. Mutual Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any 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 (E) 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.

County shall indemnify and save harmless Contractor, 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 County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any sanctions, penalties or claims of damages resulting from County'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 Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contactor 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 County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

# 5. <u>Insurance</u>

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the

Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the following specified amounts.

Such insurance shall include:

- 1) Comprehensive General Liability ...... \$ 1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

#### 6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other 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 thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### 7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

#### 8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

# 9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

# 10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, 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.

## 11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403
or to such person or address as County may, from time to time
furnish to Contractor.

2) In the case of Contractor, to:

California Psychiatric Transitions P.O. Box 339 Delhi, CA 95315

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

#### 12. Term of the Agreement

This agreement supercedes the interim agreement between the two parties signed on January 31, 2003. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 31, 2003, through June 30, 2005. This Agreement

may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO	CALIFORNIA PSYCHIATRIC TRANSITIONS			
By:	By: Militarel A VEST			
Date:	Date: 413.03			
ATTEST:				
By:Clerk of Said Board				
Data				

#### Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

\*Exception: DHHS regulations state that:

a. ( ) employs i	fewer than 15 persons.		
b. (*) employs regulation (45 C.F.R. 84 efforts to comply with the	• //-	-	* *
	Michael Suggs, Program	Director	•
	Jame of 504 Person - Ty		<del></del>
California Psychiatric Tran	<del></del>	PO Box 339	
Name of Contractor(s) - 7	Type or Print	Street Addres	s or PO Box
Delhi,		CA	95315
City		State	Zip Code
I certify that the above information of the second of the	Mennel	ect to the best of my kn	EMEY/TREASURE
	/		

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

#### SCHEDULE C

Contract between County of San Mateo and CALIFORNIA PSYCHIATRIC TRANSITIONS, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

#### SCHEDULE A

#### CALIFORNIA PSYCHIATRIC TRANSITIONS: 2003-2005

#### PROGRAM SERVICES

In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

## I. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Mental Health Services Division up to 3 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care.

# A. <u>Admissions</u>

All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director, subject to the provisions in Section 2 below.

The admission of all persons receiving services under this Agreement must receive the approval of the Director or her designee. Such approval shall be indicated by a signed authorization form.

#### B. Patient Eligibility

All admissions are subject to prior authorization by County. The following individuals shall be considered acceptable for admission:

- individuals with a DSM-IV diagnosis in need of twenty-four (24) hour skilled nursing services and
- individuals who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness), which preclude them from being admitted into a lower level care facility.

  Frequency of these behaviors is a determining factor to be negotiated on an individual patient basis between County and Contractor. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.

## C. MHRC Service Levels

It is agreed by both Contractor and County that the basic service level fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

Reimbursement is determined by the rehabilitative services provided:

Service Level	Rate	Description
MHRC Level 1	\$160/day	Residents are integrated with only minor to moderate deviations from the structured program.
MHRC Level 2	\$200/day	Residents require specialized services such as forensic competency training, management of frequent behavioral episodes or medical complications.
MHRC Level 3	\$240/day	Step down level of care for residents admitted directly from the State Hospital for an intensive evaluation period.
1:1 Supervision	\$20/hour	Focused supervision charged at an hourly rate in addition to the daily rate, preauthorized by County Program Manager.

The County shall clients review monthly. Service levels will be adjusted according to the level of care required. Mental Health clients shall not be moved to a higher level of service without the approval the Mental Health Director or her designee.

# D. Reporting

- 1. The Mental Health Services Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this contract.
- 2. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.

- 3. Contractor will provide to the Director of Health Services or her designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- 4. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- 5. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

## II. GOALS AND OBJECTIVES

#### A. Goals

- 1. To minimize inappropriate or unnecessary acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour sub-acute care.
- 2. To modify clients' dysfunctional behavioral patterns and enable them to live in a less restrictive, more independent setting.

#### B. Objectives

The following objectives will be achieved during the contract years 2002-2003 and 2003-2004:

- 1. Sixty-six percent (66%) of clients will show a decrease in the number of hospital days compared to the year prior to their admission.
- 2. A minimum of 33% of clients will be discharged to a lower level of care.

#### SCHEDULE B

CALIFORNIA PSYCHIATRIC TRANSITIONS: 2003-2005

#### **PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

## I. Payment Terms

A. For the period January 31, 2003 through June 30, 2005, Contractor shall be paid on a negotiated rate basis at the following rates:

Service Level	Rate
MHRC Level 1	\$160/day
MHRC Level 2	\$200/day
MHRC Level 3	\$240/day
1:1 Supervision	\$20/hour

- 1. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
- 2. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
- 3. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County mental Health Division on or before the tenth (10th) working day of each month. This invoice shall include the guaranteed minimum payment for the current month and the negotiated rate billings for any additional patient days from the previous month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Section I.A.3. must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
- B. Notwithstanding the method of payment set forth within, in no event shall County pay or be obliged to pay Contractor more than the sum of FIVE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$587,680).

- 1. For the first year of the contract term (January 31, 2003 June 30, 2003) in no event shall the County pay or be obliged to pay more than the sum of EIGHTY THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$80,480).
- 2. For FY 2003-04 in no event shall the County pay or be obliged to pay more than the sum of TWO HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$253,600).
- 3. For FY 2004-05 in no event shall the County pay or be obliged to pay more than the sum of TWO HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$253,600).
- C. In the event this Agreement is terminated prior to June 30, 2005, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- D. Per DMH letter #84-10, this negotiated rate contract will require no cost reconciliation.
- E. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

# **COUNTY OF SAN MATEO**

# **Equal Benefits Compliance Declaration Form**

I Vendor Identification	
Name of Contractor:	California Psychiatric Transitions
Contact Person:	Michael Suggs
Address:	PO Box 339
	Delhi, CA 95315
Phone Number:	209-667-9304 Fax Number: 209-669-3978
II Employees	
Does the Contractor have	e any employees? / Yes No
Does the Contractor prov	ide benefits to spouses of employees? XYesNo
if the answer (	or one or both of the above is no, please skip to Section IV.
III Equal Benefits Compli	ance (Check one)
its employees with s  Yes, the Contractor employees in lieu of No, the Contractor of The Contractor is ur	·
IV Declaration	
	of perjury under the laws of the State of California that the rrect, and that I am authorized to bind this entity contractually.
Executed this 3 day o	f APRIL, 2003 at Terri (City) (State)
Miles Signature	MICHAEL A. SUGGS.  Name (Please Print)
SECRETHRY /TREASU	Contractor Tax Identification Number

#### **COUNTY OF SAN MATEO**

#### **HEALTH SERVICES ADMINISTRATION**

# MEMORANDUM

DATE:	May '	14,	2003
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TO:	
,,,	

Priscilla Morse, Risk Management/Insurance Division

FROM:

John Klyver, Mental Health Services/PONY #MLH 322

CO	NTR	AC1	OR:
-	1 4 1 16	$\sim$	- N.

California Psychiatric Transitions

DO THEY TRAVEL:

Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

Yes

DUTIES (SPECIFIC):

See attached

**COVERAGE**:

Comprehensive General Liability:

\$1,000,000 \$1,000,000

Motor Vehicle Liability: Professional Liability:

\$1,000,000

Worker's Compensation:

SYes

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

SIGNATURE

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Delhi, CA 95315		COMPANY			·	
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PLEASE READ YOUR POLICY POLICY NUMBER CA 0-46-99-514-1 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

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NAMED INSURED

CARE PROVIDERS INS

COMMERCIAL VEHICUS INSURANCE

PO BOX 9055 MISSION VIEJO CALIFORNIAPSYCHIATRIC TRANSITIONS INC P 0 BOX 339 DELHI CA 95315

PAGE 3 OF

POLICY TERM: NOV 14, 2002 TO NOV 14, 2003

This policy incopts 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 s.m. on the last day of the policy period.

CA-09396

CA 92691

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 COVERED VEHICLES

VEH NO	DR NO	YR	TRADE NAME	BODY Type		SERIAL NO	VEH CLS		ZIP		DSC	
1-01 2-02 3-03 4-04 5-05	8	92 98 74	FORD FORD ISUZU DODGE INFIN	AEROSTARPASSENGER SUV Pickup	٧	1FDJS31G5THAS1760 1FMDA41XBM2A20107 JACD5BX6W7912708 W17AT4S062200 JNKCPO1D8ST512499	A91 N32 S5A	14 14 14	95315 95315 95315 95315 95315	50 50 50	672 672 672 672 672	

#### LIABILITY PREMIUM BY VEHICLE

VEH NO	LIAB	MED Pay	UM/UIM BI	UM/PD
1 2	\$1,219	\$ <u>50</u>	<b>\$37</b>	\$33
3	\$858	327 \$30	\$37 \$37	\$33
5	\$849	\$30 \$30	\$37	\$33

#### PHYSICAL DAMAGE PREMIUM BY VEHICLE

	COMP OR	FT/CAC DED	PREM	COLLIS DED	ION PREM	ON-HOOK LIMIT	DED	PREM	VEH TOTAL
	1112	DLD	1 IXETT	DED	LIVELL	E 17(1)	DED	FREIT	TOTAL
] 2	COMP	\$500	\$76	\$500	\$396				\$1,811
	COMP	\$500	\$85	\$500	\$454				\$1,496 \$1,497 \$961
	COMP	\$500	\$49	\$500	\$262				\$1,260

Any loss under Part 111 is payable as interest may appear to named insured and above loss payee:

Prog Premium Budget;

с8

Fin. Rosp. Filed: BGO 02322 XXXX

R/R 1001% Factor Used:

F/R 062002

Countersigned:

1113 (12-92)

INSURED COPY

CVWE0918011217L111303

COMPENSATION INSURANCE

HOME OFFICE SAN FRANCISCO

#### POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

HIS INSURANCE IS EFFECTIVE FROM 2:01 A.M., PACIFIC STANDARD TIME 1-01-00 TO 11-01-01 AND SHALL JTOMATICALLY RENEW EACH 11-01 WILL CANCELLED

CONTINUOUS POLICY 1599441-00

DEPOSIT PREMIUM \$16,606.00

INC

P O BOX 339

DELHI, CALIF 95315

MINIMUM PREMIUM

\$200.00

PREMIUM ADJUSTMENT PERIOD

MONTHLY

REP 09

N NK

CALIFORNIA PSYCHIATRIC TRANSITIONS

NAME OF EMPLOYER- CALIFORNIA PSYCHIATRIC TRANSITIONS. INC

(A CORPORATION)

TRADE NAMES-

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC

LOCATIONS-

9234 NORTH HINTON AVE DELHI CA 95315

- 1. WORKERS' COMPENSATION INSURANCE PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION. LAWS OF THE STATE OF CALIFORNIA.
- 2. EMPLOYER'S LIABILITY INSURANCE PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO.

PRINCIPAL WORK AND RATES EFFECTIVE FROM 11-01-00 TO 11-01-01

	INTERIM
BASE	BILLING
RATE	RATE*

7.87

8804

SOCIAL REHABILITATION FACILITIES FOR ADULTS--ALL EMPLOYEES--N.P.D. WITH 9070(1), "RESIDENTIAL CARE FACILITIES FOR THE ELDERLY", 9070(3), "RESI-DENTIAL CARE FACILITIES FOR ADULTS", 8823, "RESIDENTIAL CARE FACILITIES FOR CHILDREN", OR 8851, "CONGREGATE LIVING FACILITIES FOR THE ELDERLY"

EXPERIENCE MODIFICATION

11-01-00 TO 11-01-01

96 %

6.22

\*\*\*\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*\*

TOTAL ESTIMATED ANNUAL PREMIUM

\$12,600

PAGE.02