

FIRST AMENDMENT TO THE AGREEMENT WITH  
CRESTWOOD BEHAVIORAL HEALTH, INC.: 2001-2004

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and  
Crestwood Behavioral Health, Inc. (hereinafter called "Contractor"),

W I T N E S E T H:

WHEREAS, on December 18<sup>th</sup>, 2001 the parties hereto entered into an agreement  
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by  
Contractor to County as set forth in that Original Agreement; and

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

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

1. Section 4. Hold Harmless is hereby deleted and replaced with the following:
  4. 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.

2. Section 10. Compliance with Applicable Laws is hereby deleted and replaced with the following:

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, 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.

3. Schedule B is hereby deleted and replaced with Schedule B attached hereto.

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

1. These amendments are hereby incorporated and made a part of the Original

Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including but not limited to all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

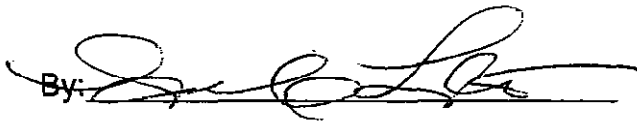
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, be amended accordingly.

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

COUNTY OF SAN MATEO

CRESTWOOD BEHAVIORAL  
HEALTH, INC.

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_

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

Date: 11/17/03

ATTEST:

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

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

**SCHEDULE B**

**CRESTWOOD BEHAVIORAL HEALTH, INC.: 2001-2004**

**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. MENTAL HEALTH PROGRAM**

**A. Maximum Obligation**

Contractor shall be reimbursed the cost of providing services as outlined in Schedule A subject to the following conditions:

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE MILLION FOUR HUNDRED THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$5,400,420) for services provided under Schedule A, Section I., MENTAL HEALTH PROGRAM SERVICES, of this Agreement.
2. For the first (1<sup>st</sup>) year of the contract term, July 1, 2001 through June 30, 2002, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE MILLION SEVEN HUNDRED AND FORTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$1,747,200).
3. For the third (3<sup>rd</sup>) year of the contract term, July 1, 2003 through June 30, 2004, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$2,174,616).

**B. Payment Rates – July 1, 2001 through June 30, 2002**

Subject to adjustment by the State Department of Health Services, for the period July 1, 2001 through June 30, 2002, Contractor shall be paid on a negotiated rate basis at the following rates:

<b>Facility</b>	<b>Base Rate per Patient Day</b>
IMD / MHRC - Ages 18-64	
Sacramento	120.93
San Jose	136.80
Vallejo Manor	120.93
Fremont GTC	136.80
Redding GTC	120.93

<b>Facility</b>	<b>Base Rate per Patient Day</b>
<b>NON-IMD Ages 18-64</b>	
Stockton (Medi-Cal)	0
Stockton (psych)	120.93
Modesto (Medi-Cal)	0
Modesto (psych) IMD	120.93
CW Manor Fremont GTC	0
Idylwood-Sunnyvale	0
<b>MHRC</b>	
Angwin	110
Bakersfield	150.00
Vallejo Solano- locked	60.00
Vallejo Solano-unlocked	45.00
Vallejo Solano Day Treatment	75.00
American River	116.00
Fruitridge (Res care)	95.00
Eureka	115.00
<b>Geropsych 65+</b>	
CW Manor-Fremont	0
Idylwood-Sunnyvale	0
Eureka	0
Fremont GTC	0
Modesto	0
Sacramento	0
San Jose	0
Vallejo	0

C. Payment Rates – July 1, 2002 through June 30, 2004

Subject to adjustment by the State Department of Health Services, for the period July 1, 2002 through June 30, 2004, Contractor shall be paid on a negotiated rate basis at the following rates:

Facility	7/01/02 - 6/30/03			July 2003 only			8/01/03 - 6/30/04		
	Basic	Enhance	Total	Basic	Enhance	Total	Basic	Enhance	Total
<b>IMD 18-64</b>									
Bedhold reduction	(4.95)		(4.95)	(4.95)		(4.95)	(5.05)		(5.05)
Sacramento	120.93	14.00	134.93	120.93	14.00	134.93	125.32	14.00	139.32
	120.93	20.00	140.93	120.93	20.00	140.93	125.32	20.00	145.32
San Jose	136.80	17.00	153.80	136.80	17.00	153.80	145.06	17.00	162.06
Vallejo	120.93	17.00	137.93	120.93	17.00	137.93	125.32	17.00	142.32
	120.93	50.00	170.93	120.93	50.00	170.93	125.32	50.00	175.32
	120.93	80.00	200.93	120.93	80.00	200.93	125.32	80.00	205.32
One-on-one rate/hr		9.00	9.00		9.00	9.00		9.00	9.00
Fremont GTC	136.80	113.00	249.80	136.80	113.00	249.80	145.06	113.00	258.06
Neuro-Behav		113.00	113.00		113.00	113.00		113.00	113.00
Redding GTC	120.93	10.00	130.93	120.93	10.00	130.93	125.32	10.00	135.32
	120.93	20.00	140.93	120.93	20.00	140.93	125.32	20.00	145.32

Facility	7/01/02 - 6/30/03			July 2003 only			8/01/03 - 6/30/04		
	Basic	Enhance	Total	Basic	Enhance	Total	Basic	Enhance	Total
<b>NON IMD 18-64</b>									
Bedhold reduction	(4.95)		(4.95)	(4.95)		(4.95)	(5.05)		(5.05)
Stockton		25.00	25.00		25.00	25.00		25.00	25.00
		27.00	27.00		27.00	27.00		27.00	27.00
	120.93	14.00	134.93	120.93	14.00	134.93	125.32	14.00	139.32
Modesto		25.00	25.00		25.00	25.00		25.00	25.00
		27.00	27.00		27.00	27.00		27.00	27.00
	120.93	14.00	134.93	120.93	14.00	134.93	125.32	14.00	139.32
Crestwood Manor		28.00	28.00		28.00	28.00		28.00	28.00
Fremont		50.00	50.00		50.00	50.00		50.00	50.00
Idylwood Care Center									
Neuro-Behav-Locked		113.00	113.00		113.00	113.00		113.00	113.00
		143.00	143.00		143.00	143.00		143.00	143.00
Neuro-Behav-Open		75.00	75.00		75.00	75.00		75.00	75.00
					50.00	50.00			
					25.00	25.00			

Facility	7/01/02 - 6/30/03			July 2003 only			8/01/03 - 6/30/04		
	Basic	Enhance	Total	Basic	Enhance	Total	Basic	Enhance	Total
<b>Mental Health Rehab Centers</b>									
Angwin									
Level 1			200.00			200.00			200.00
Level 2			160.00			160.00			160.00
Level 3			130.00			130.00			130.00
Bed hold			(4.25)						
Bakersfield									
Level 1			160.00			160.00			160.00
Solano									
MHRC			160.00			160.00			160.00
Day Treatment			75.00			75.00			75.00
American River									
Consortium			118.00			125.00			125.00
Fruitridge			98.00			98.00			98.00
Eureka									
MHRC 1			125.00			125.00			125.00
Bridgehouse (Eureka)			120.00			120.00			120.00
Bridge (Kern)			130.00			130.00			130.00
Pleasant Hill			145.00			145.00			
Level 1									180.00
Level 2									160.00
Level 3									145.00

Facility	7/01/02 - 6/30/03			July 2003 only			8/01/03 - 6/30/04		
	Basic	Enhance	Total	Basic	Enhance	Total	Basic	Enhance	Total
<b>Geropsych 65+</b>									
Stockton		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Sacramento		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
San Jose		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Eureka		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Vallejo		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Modesto		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Fremont GTC		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Redding GTC		20.00	20.00		20.00	20.00		20.00	20.00
		50.00	50.00		50.00	50.00		50.00	50.00
Crestwood Manor-Fremont		20.00	20.00		20.00	20.00		20.00	20.00
		28.00	28.00		28.00	28.00		28.00	28.00
		50.00	50.00		50.00	50.00		50.00	50.00

**D. General Payment Provision for Mental Health Program**

1. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually.
2. After the first (1<sup>st</sup>) year, the daily rate of reimbursement will be at the rate of reimbursement established and adjusted from time to time by the State Department of Health Services.
3. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the SNF/STP reimbursement rate minus food cost.
4. 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.
5. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
6.
  - a. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to IMD/State Hospital Placement" form. The rate will be negotiated and authorized by the Director of Health Services or her designee and Contractor.
  - b. The Standard Enhanced Rate for FY 2001-02 per patient day may vary between TEN DOLLARS (\$10) to ONE HUNDRED DOLLARS (\$101).
7.
  - a. By special arrangement, older adults, sixty-five (65) years of age or older, placed at the geriatric treatment centers at Redding or Fremont may be authorized for an enhanced rate.
  - b. The FY 2001-02 per patient day enhanced rate may vary between TEN DOLLARS (\$10) to FIFTY DOLLARS (\$50).
8.
  - a. By special arrangement, individuals may be placed in the neurobehavioral program at Crestwood Fremont-Stevenson or Crestwood Idylwood in Sunnyvale. Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement"



form.

- b. The FY 2001-02 per patient day enhanced rate for both programs is ONE HUNDRED ONE DOLLARS (\$101).
  9.
    - a. Some San Mateo County residents may be admitted to facilities that have a day rehabilitation component. A day rehabilitation component and rate will be indicated on the "Authorization for Admission to IMD/State Hospital Placement" form.
    - b. The FY 2001-02 day rehabilitation rate for San Mateo County residents is FORTY-FIVE DOLLARS (\$45) at an unlocked unit and a SIXTY DOLLARS (\$60) at a locked unit.
  10.
    - a. San Mateo County residents admitted to Transitional Residential Programs (Fruitridge) will also be indicated on the "Authorization for Admission to IMD/State Hospital Placement" form.
    - b. The FY 2001-02 Transitional Residential Program rate is NINETY-FIVE DOLLARS (\$95) a day.
  11. 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. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Paragraph D.5. of this Schedule B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
  12. Consistent with contract approval level limitations in County Administrative Memorandum B-1, the Director of Health Services will be authorized to execute amendments and modifications to this agreement, not to exceed \$25,000 in aggregate.
  13. The terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.
  14. 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.
  15. Contractor shall comply with the following requirements in the provision of mental health services.

- a. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
- b. Contractor shall certify to the County, in writing under penalty of perjury, for each monthly claim when submitted to the County for reimbursement. Contractor shall use the service reporting form(s) provided by the County or County approved forms. The certification shall attest to the following for each beneficiary with services included in the claim:
  - i. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - ii. The beneficiary was eligible to receive services described in Schedule A of this Agreement at the time the services were provided to the beneficiary.
  - iii. The services included in the claim were actually provided to the beneficiary.
  - iv. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - v. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - vi. For each beneficiary with (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
  - vii. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- c. Paragraph 9.B. of the Agreement notwithstanding, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the

services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

16. Contractors providing federally funded health services may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.

## II. AGING AND ADULT PROGRAM

### A. Payment Terms

1. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
2. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to a Crestwood Facility" form. The Standard Enhanced Rate per patient day may vary between TEN DOLLARS (\$10) to ONE HUNDRED ONE DOLLARS (\$101). The rate will be negotiated and authorized by the Director of Health Services or her designee and Contractor.

By special arrangement, older adults, sixty-five (65) years of age or older, placed at the geriatric treatment centers at Redding or Fremont may be authorized for a TEN DOLLARS (\$10) to FIFTY DOLLARS (\$50) per patient day enhanced rate.

By special arrangement, individuals may be placed in the neurobehavioral program at Crestwood Fremont-Stevenson or Crestwood Idylwood in Sunnyvale; the enhanced daily rate for both programs is ONE HUNDRED ONE DOLLARS (\$101) per patient.

Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to a Crestwood Facility" form.

3. The maximum amount that County shall be obligated to pay for all services under this section of this Agreement shall not exceed NINE HUNDRED SIXTY THOUSAND DOLLARS (\$960,000) over the three-year term of this Agreement or THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) each year of this Agreement.
- B. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County Aging and Adult Services Division on or before the tenth (10th) working day of each month. This invoice shall include the negotiated rate billings for each resident for the previous month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate.
  - C. In the event this Agreement is terminated prior to June 30, 2004, 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 of Aging and Adult Services.
  - D. 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: Crestwood Behavioral Health, Inc.
Contact Person: Gary Zeyen
Address: P.O. Box 7877
Stockton, CA 95267-0877
Phone Number: (209) 478-5291 Fax Number: (209) 952-2236

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] 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)

- [X] 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 17 day of NOVEMBER, 2003, at STOCKTON, CA (City) (State)

[Signature]
Signature
CONTROLLER
Title

GARY L. ZEYEN
Name (Please Print)
68-0799495
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: October 31, 2003

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Liz Kauk (ext. 2242), Mental Health Services/PONY #MLH 322

CONTRACTOR: Crestwood Behavioral Health, Inc.

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

APPROVE ✓ WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

*Priscilla Morse*  
\_\_\_\_\_  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM DD YY)  
8/28/03

PRODUCER

Acordia of CA Ins. Services  
CA License# 0352275  
45 Fremont St., Suite 800  
San Francisco, CA 94105

415-541-7900

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.

### COMPANIES AFFORDING COVERAGE

COMPANY A	Steadfast Insurance Company
COMPANY B	American States
COMPANY C	General Star Indemnity
COMPANY D	

INSURED

Crestwood Behavioral Health, Inc.  
P.O. Box 7877  
Stockton CA 95267

### COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HPC297641702	12/01/02	12/01/03	GENERAL AGGREGATE \$ 500000 PRODUCTS - COMP/OP AGG \$ 500000 PERSONAL & ADV INJURY \$ 200000 EACH OCCURRENCE \$ 200000 FIRE DAMAGE (Any one fire) \$ 5000 MED EXP (Any one person) \$ 500								
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG04065310	9/01/03	9/01/04	COMBINED SINGLE LIMIT \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
C	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	IXG385211 EXCESS AUTO LIAB	9/01/03	9/01/04	EACH OCCURRENCE \$ AGGREGATE \$ 500000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE - POLICY LIMIT	\$	EL DISEASE - EA EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE - POLICY LIMIT	\$												
EL DISEASE - EA EMPLOYEE	\$												
A	<input type="checkbox"/> OTHER <input type="checkbox"/> PROFESSIONAL LIAB CLAIMS-MADE FORM	HPC297641702 RETRO DATE: 01/01/1986	12/01/02	12/01/03	\$2,000,000 EACH CLAIM \$5,000,000 AGGREGATE								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OF THE NAMED INSURED

### CERTIFICATE HOLDER

DIRECTOR OF MENTAL HEALTH  
SAN MATEO COUNTY  
225 WEST 37TH AVE  
SAN MATEO, CA 94403

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Elisa Wong*

## CERTIFICATE OF INSURANCE

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

### Producer

R.M. HUNT & ASSOCIATES, INC.  
709 PETALUMA BLVD. NO., SUITE B  
PETALUMA, CA 94952  
(707) 769-2970  
(707) 769-2973 (FAX)

### Insured

CRESTWOOD BEHAVIORAL HEALTH, INC.  
7590 SHORELINE DRIVE  
STOCKTON, CA 95219  
(209) 478-5291  
(209) 957-2671 (FAX)

### Coverages

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.

Carrier: ATLANTIC MUTUAL INSURANCE COMPANY

<u>Type of Insurance</u>	<u>Policy Number</u>	<u>Policy Effect. Date</u>	<u>Limits (000's)</u>
WORKERS' COMPENSATION	400 53 06 27	1/1/03-1/1/04	STATUTORY
EMPLOYERS' LIABILITY	S/A	S/A	\$1,000 (EACH ACCIDENT) \$1,000(DISEASE-POLICYLIMIT) \$1,000 (DISEASE-EACH EMPLOYEE)

### Description of Operations/ Locations/ Vehicles/ Restrictions/ Special Items

Locations: NOT APPLICABLE

Description of Operation: CONVALESCENT HOSPITALS

### Certificate Holder

DIRECTOR OF MENTAL HEALTH  
COUNTY OF SAN MATEO  
225 WEST 37TH AVENUE  
SAN MATEO, CA 94403

### Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



January 2, 2003

ROBERT M. HUNT, AUTHORIZED REPRESENTATIVE