

**FIRST AMENDMENT TO INTER-COUNTY SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF SANTA CLARA AND THE COUNTY OF SAN MATEO FOR ACCESS TO SANTA CLARA COUNTY'S COMMUNITY TREATMENT FACILITY**

The Agreement by and between County of San Mateo ("San Mateo"), a political subdivision of the State of California, and the County of Santa Clara ("Santa Clara"), a political subdivision of the State of California is hereby amended effective October 1,2002 as follows:

1. Section 2.a.1 Interim Rates for FY 2001-2002 is replaced in its entirety to reflect the corrected FY 2001-2002 interim rates and shall read:

" Interim Rates for FY 2001-2002

Medi-Cal Eligible Placements \$273.03 per day

Non-Medi-Cal Eligible Placements \$458.73 per day

In addition to the non-Medi-Cal eligible placement rate, San Mateo shall pay Santa Clara for all Ancillary Medical Costs for those non-Medi-Cal clients placed at the CTF. All specialty mental health services will be invoiced to San Mateo quarterly by Santa Clara. Ancillary Medical Costs include but are not limited to, Physical Health Costs, laboratory, pharmacy and special transportation. All Ancillary Medical Costs will be billed separately by the service and shall be the sole responsibility of San Mateo, payable under the payment terms set forth by each Ancillary Medical Service provider."

Health Insurance Portability and Accountability Act (HIPAA). SANTA CLARA and STARLIGHT will comply with all applicable federal, state and local laws, rules and regulations that are in effect at the inception of this Agreement and that become effective during the term of this Agreement, including without limitation HIPAA and execute any amendments necessary to implement such Laws.

2. Section 2.b.1 Interim Rates for FY 2002-2003 is replaced in its entirety to reflect the FY 2002-2003 interim rates and shall read:

" Interim Rates for FY 2002-2003

Medi-Cal Eligible Placements \$27 1.62 per day

Non-Medi-Cal Eligible Placements \$452.94 per day

In addition to the non-Medi-Cal eligible placement rate, San Mateo shall pay Santa Clara for all Ancillary Medical Costs for those non-Medi-Cal clients placed at the CTF. All specialty mental health services will be invoiced to San Mateo quarterly by Santa Clara. Ancillary Medical Costs include but are not limited to, Physical Health Costs, laboratory, pharmacy and special transportation. All Ancillary Medical Costs will be billed separately by the service and shall be the sole responsibility of San Mateo, payable under the payment terms set forth by each Ancillary Medical Service provider."

3. Section 2.d. :is replaced in its entirety to read as follows:  
"The estimated Maximum Financial Obligations are as follows:

(1) FY 2001-2002 - \$108,043\* (Based on Utilization of Services from July 1,2001 through June 30,2002)

(2.) FY 2002-2003 - \$120,000\* (Estimate for Utilization of Services from July 1,2002 through June 30,2003, using 393 bed days)

San Mateo agrees that the maximum financial obligation is based on San Mateo placing only Medi-Cal eligible clients into the CTF. However, should San Mateo place non-Medi-Cal eligible clients into the CTF, San Mateo agrees to pay Santa Clara the non-Medi-Cal eligible placement rate of \$452.94 per day even if the amount goes over the maximum financial obligation stated in this contract.

San Mateo agrees to pay Santa Clara the full amount owed for the use of the CTF should there be an increase in rates due to the reconciliation process as described above in (a) and (b) above to the estimated Maximum Financial Obligation for FY 2001-2002 and/or FY 2002-2003."

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern.

This Agreement as amended by this First Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS HEREOF, the parties execute this First Amendment as follows:

**COUNTY OF SACNTA CLARA**

**COUNTY OF SAN MATEO**

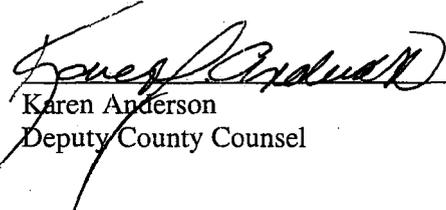
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY\*a - - - - \_\_\_\_\_  
Nancy Peiia, Ph..D., Director  
Mental Health Department

BY: \_\_\_\_\_  
President, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

 9/8/03  
Karen Anderson Date  
Deputy County Counsel

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: November 21,2003

TO: Priscila Morse,. Rlok Management/Insurance Division  
FROM: John Klyver, Mental Health Services/PONY #MLH 322

CONTRACT- Santa Clara County - Starlight Adolescent

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME: Y e s

NUMBER OF EMPLOYEES: 'Yes

DUTIES (SPECIFIC): Seeattached

COVERAG &

Comprehensive General Liability:	\$1,009,000 _____
Motor Vehicle Liability:	\$1,000,000 - _
Professional Liability:	\$1,000,000 _____
Worker's' Compenniffon:	\$ stututorY _____

APPROVE ✓ \_\_\_\_\_

WAIVE \_\_\_\_\_

MODIFY- \_\_\_\_\_

REMARKS/COMMENTS:

 **c.d?Q!zL**  
SIGNATURE

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-000559216-09

**PRODUCER**  
MARSH RISK & INSURANCE SERVICES  
P.O. BOX 193880  
SAN FRANCISCO, CA 94119-3880  
CALIFORNIA LICENSE NO. a437153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

CMPBNY  
A LEXINGTON INSURANCE CO.

CmPAVY  
B SUTTER INSURANCE COMPANY

CmPPNY  
c AMERICAN HOME ASSURANCE COMPANY(AIG)

COMPANY  
D

**INSURED**  
STARLIGHT ADOLES' CENTER, INC.  
455 Silicon Valley Blvd.  
San Jose, CA 95138

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED HEREIN FOR THE POLICY PERIOD INDICATED. WITHOUT ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PROVISIONS.

CO ILTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE @ (MM/DD/YY)	POLICY EXPIRATION DATE @ (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> a m s w m <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> PROFESSIONAL LIAB - 1 X CLAIMS MADE	6791658	01/01/03	01/01/04	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 PERSONAL BODILY INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any fire) \$ 50,000 MEUExp (Any member) \$ 5,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> PL. OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA15112	01/01/04	01/01/05	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
K	<b>BAROQUE LIABILITY</b> PNY AUTO				
R	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	6790943 5	01/01/03	03/01/04	EACH OCCURRENCE \$ 0,000,000 AGGREGATE \$ 8,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> WE PROPRIETORIAL PARTNER/EXECUTIVE CFWESARE: <input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	1242237	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE/CIY LIMIT \$ 1,000,000 EL DISEASE/CIY EMPLOYEE \$ 1,000,000
4	<b>SEXUAL MISCONDUCT LIABILITY</b>	1154305	01/01/03	03/01/04	EACH VICTIM LIMIT 2,000,000 AGGREGATE 2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, TO LIABILITY ONLY, WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**  
San Mateo County Mental Health  
Attn: John Klyver  
225 37th Avenue  
San Mateo, CA 94403

**CANCELLATION**  
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.  
MARSH USA INC.  
By: Susan Goggin *Susan Goggin*  
MM 1/3/02  
VALID AS OF 01/08/04