

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CRESTWOOD BEHAVIORAL HEALTH, INC.: 2004-07**

THIS AGREEMENT, entered into this _____ day of _____, 2004,
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 S E T H:

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

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Attachment I—§504 Compliance

2. Services to be performed by Contractor.

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

3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed SEVEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$7,145,413).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004, through June 30, 2007.

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

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

5. Availability of Funds.

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

6. Relationship of Parties.

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

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

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

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

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

11. Non-Discrimination.

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract (this paragraph needed only if services provided to members of the public).
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

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

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

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

15. Notices.

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 to:

In the case of County, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Crestwood Behavioral Health, Inc.
7556 Shoreline Drive
P.O. Box 7877
Stockton, CA 95219

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

COUNTY OF SAN MATEO

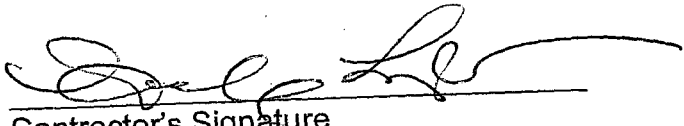
By: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CRESTWOOD BEHAVIORAL HEALTH, INC.



Contractor's Signature

Date: 8/25/04

Long Form Agreement/Non Business Associate

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)

a. employs fewer than 15 persons.

b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Crestwood Behavioral Health, Inc.
Name of Contractor(s) - Type or Print

P.O. Box 7877, 7556 Shoreline Dr.
Street Address or PO Box

Stockton
City

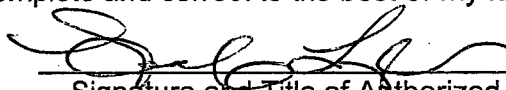
CA
State

95267
Zip Code

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

8/25/04

Date



Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"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."

CRESTWOOD BEHAVIORAL HEALTH, INC.
2004-07
Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

A. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Mental Health Services Division up to 50 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care. Approximately 24 beds will be utilized in Institutes for Mental Disease, 16 beds will be utilized by individuals 65 years and over, and 10 beds will be utilized by individuals who transferred from SMCGH when the gero-psych unit closed.

1. Admissions

- a. Contractor and County shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Mental Health Services or her designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of Mental Health Services or her designee. Such approval shall be indicated by a signed "Authorization for Admission to IMD/State Hospital Placement" form.

2. Patient Eligibility

Contractor shall admit patients with a DSM IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, patients 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, shall be considered acceptable for admission. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between Mental Health Services and Contractor on an individual patient basis. 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. All admissions are subject to prior authorization by County.

3. Basic Service Levels

a. IMD/MHRC/SNF

It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Crestwood residents) 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 including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

b. Day Rehabilitation

It is agreed that the Day Rehabilitation Program shall comply with all applicable licensing and certification standards as defined and required by Federal Medicaid and state (Title 9) regulations. Day Rehabilitation shall provide evaluation, rehabilitation, and therapy in an organized and structured program. The program shall include classes that focus on life skill training, medication management, and symptom management. It shall also include services for people who are dually diagnosed.

c. Adult Residential Facility/Community Treatment System

It is agreed that the program complies with all licensing and certification standards for an Adult Residential Facility and a Community Residential Treatment System. The basic service level for an enhanced adult residential facility offers twenty-four (24) hour care and supervision and teaches clients the skills necessary to successfully reintegrate into the community at their highest level of independence. The program shall include medication management, symptom management, and independent living skills. It should also include services for people who are dually diagnosed.

4. Patient Care Planning and Placement

Contractor shall keep an Mental Health Services person fully informed of patient needs and shall collaborate in any change in placement including to acute care.

5. Reporting

- a. 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.
- b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- c. 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.
- d. 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.
- e. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. AGING AND ADULT SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Aging and Adult Services Division up to twelve (12) skilled nursing facility beds for San Mateo County residents who are probate dementia conservatees of the San Mateo County Public Guardian and who require a long-term treatment setting.

A. Admissions

1. Contractor and Aging and Adult Services shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc., facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Aging and Adult Services or her designee, subject to the provisions in Section 2 below.
2. The admission of all persons receiving services under this Agreement must receive the approval of the Director of Aging and Adult Services or her designee. Such approval shall be indicated by a signed "Authorization for Admission to a Crestwood Facility" form AGING AND ADULT SERVICES.

B. Patient Eligibility

Contractor shall admit patients who are probate conservatees of the San Mateo County Public Guardian. Individuals in need of twenty-four (24) hour skilled nursing services, patients 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, shall be considered acceptable for admission, as will those individuals with specific medical and behavioral needs which cannot be met at a lower level of care. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between Aging and Adult Services and Contractor on an individual patient basis. Aging and Adult Services may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of Aging and Adult Services or her designee.

C. Patient Care Planning and Placement

Contractor shall keep an Aging and Adult Services designated person fully informed of patient care needs and shall collaborate in any change in placement, including to acute care.

D. Reporting

1. 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.
2. Aging and Adult Services 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.
3. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

III. Administrative Requirements

A. Paragraph 12 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.

3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
- E. Contractor 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. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

IV. GOAL AND OBJECTIVES

The following goals and objectives will be pursued during the term of the Agreement:

A. MENTAL HEALTH PROGRAM

1. Effectiveness

Goal 1: To maintain or improve clients' level of functioning.

Objective 1: At least eighty percent (80%) of clients will improve or maintain their level of functioning as measured by a standardized outcome instrument designated by the State.

Data collection to be completed by the County in cooperation with Contractor.

2. Residential Rehab & LongTerm Care

- Goal 1: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.
- Objective 1.1: No more than ten percent (10%) of all discharges will be to an acute psychiatric level of care.
- Objective 1.2: At least sixty-six percent (66%) of clients will show a decrease in the number of hospital days compared to the year prior to their admission.
- Goal 2: To modify clients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.
- Objective 2.1: At least seventy-five percent (75%) of all MHRC discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

Data collection to be completed by the County in cooperation with Contractor.

3. Satisfaction

- Goal 1: To enhance clients' satisfaction with the services provided.
- Objective 1.1: At least ninety-two percent (92%) of customer survey respondents will rate services as good or better.
- Objective 1.2: At least eighty-five percent (85%) of customer survey respondents will rate access to mental health services as good or better.

Data collection to be completed by the County in cooperation with Contractor.

B. AGING AND ADULT PROGRAM

Goal 1: To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have dementia or other organic processes which limit their abilities to live in a less restrictive setting.

Goal 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour subacute care.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Data collection to be completed by the County in cooperation with Contractor.

CRESTWOOD BEHAVIORAL HEALTH, INC.
2004-07
Exhibit B

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Rates for Services

| Facility | Basic | Enhance | Total |
|----------------------|--------|---------|--------|
| IMD 18-64 | | | |
| Bedhold reduction | (5.05) | | (5.05) |
| Sacramento | 125.32 | 14.00 | 139.32 |
| | 125.32 | 20.00 | 145.32 |
| San Jose | 145.06 | 17.00 | 162.06 |
| Vallejo | 125.32 | 17.00 | 142.32 |
| | 125.32 | 30.00 | 155.32 |
| | 125.32 | 50.00 | 175.32 |
| | 125.32 | 80.00 | 205.32 |
| One-on-one rate/hour | | 9.00 | 9.00 |
| Redding GTC | 125.32 | 10.00 | 135.32 |
| | 125.32 | 20.00 | 145.32 |
| | 125.32 | 40.00 | 165.32 |
| | 125.32 | 50.00 | 175.32 |
| NON-IMD 18-64 | | | |
| Bedhold reduction | (5.05) | | (5.05) |
| Stockton | | 25.00 | 25.00 |
| | | 27.00 | 27.00 |
| | 125.32 | 14.00 | 139.32 |
| Modesto | | 25.00 | 25.00 |
| | | 27.00 | 27.00 |
| | 125.32 | 14.00 | 139.32 |

| Facility | Basic | Enhance | Total |
|--------------------------------------|---------------|---------|--------|
| NON-IMD 18-64 (continued) | | | |
| Fremont GTC | 145.06 | 118.00 | 263.06 |
| Neuro-Behav | | 118.00 | 118.00 |
| Conversion (requires a private room) | | | 257.34 |
| Crestwood Manor Fremont | | 28.00 | 28.00 |
| | | 50.00 | 50.00 |
| Idylwood Care Center | | | |
| Neuro-Behav-Locked | | 118.00 | 118.00 |
| | | 143.00 | 143.00 |
| Conversion (requires private room) | | | 257.43 |
| Neuro-Behav-Open | | 75.00 | 75.00 |
| Mental Health Rehab Centers | | | |
| Angwin | Level 1 | | 200.00 |
| | Level 2 | | 160.00 |
| | Level 3 | | 130.00 |
| Bakersfield | Level 1 | | 170.00 |
| Solano MHRC | | | 160.00 |
| | Day Treatment | | 75.00 |
| American River | | | 135.00 |
| Fruitridge | | | 105.00 |
| Engle House | | | 210.00 |
| Eureka MHRC | | | 135.00 |
| Bridgehouse (Eureka) | | | 120.00 |
| Bridge (Kern) | | | 140.00 |
| Our House (Vallejo) | | | |
| | Day Treatment | | 75.00 |
| | Patch | | 20.00 |
| Vallejo Recovery & Rehab Center | 125.32 | 17.00 | 142.32 |
| | 125.32 | 30.00 | 155.32 |
| | 125.32 | 50.00 | 175.32 |
| | 125.32 | 80.00 | 205.32 |
| Geropsych 65+ | | | |
| Stockton | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Sacramento | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| San Jose | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Eureka | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Vallejo | | 20.00 | 20.00 |

| Facility | Basic | Enhance | Total |
|----------------------------------|-------|---------|-------|
| <i>Geropsych 65+ (continued)</i> | | 50.00 | 50.00 |
| Modesto | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Fremont GTC | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Redding GTC | | 20.00 | 20.00 |
| | | 50.00 | 50.00 |
| Crestwood Manor Fremont | | 20.00 | 20.00 |
| | | 28.00 | 28.00 |
| | | 50.00 | 50.00 |

B. Contract maximums

1. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SEVEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$7,145,413).
2. In any event, the maximum amount County shall be obligated to pay for Mental Health Services rendered under this Agreement shall not exceed SIX MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$6,185,413).
3. In any event, the maximum amount County shall be obligated to pay for Aging and Adult Services rendered under this Agreement shall not exceed NINE HUNDRED SIXTY THOUSAND DOLLARS (\$960,000).

C. After the first (1st) 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.

D. 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.

E. 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.

F. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.

G. Enhanced or special services

1. 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" or "Authorization for Admission to a Crestwood Facility" form, as appropriate. The rate will be negotiated and authorized by the Director of Health Services or her designee and Contractor. Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
2. 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" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
3. San Mateo County residents admitted to Transitional Residential Programs will also be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.

H. The terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.

I. 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.

J. In the event of a decrease in the State Maximum Allowance (SMA) for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). In the event that the SMA is less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.

K. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: patient names, number of patient days, and daily negotiated rate. Nonbillable clients referenced in Paragraph I.F. of this Exhibit B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
 2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- L. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- M. In the event this Agreement is terminated prior to June 30, 2007, the Contractor shall be paid for services already provided pursuant to this Agreement.
- N. 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.

O. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 2004

Signed _____ Title _____

Agency _____"

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 24 day of August, 2004 at Stockton, CA (City) (State)

[Signature]
Signature
Controller
Title

GARY L. ZEYEN
Name (Please Print)

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 2, 2004

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Crestwood Behavioral Health, Inc.

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): See attached

COVERAGE:

| | |
|----------------------------------|---------------------|
| Comprehensive General Liability: | \$ <u>1 mil</u> |
| Motor Vehicle Liability: | \$ <u>1 mil</u> |
| Professional Liability: | \$ <u>1 mil</u> |
| Worker's Compensation: | \$ <u>Statutory</u> |

APPROVE X WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

Approved if Certificates of Insurance are provided with SAN MATEO named as Additional Insured.

Joshua R. Jensen
SIGNATURE 8-2-04

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/31/04

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 Homeland Insurance Co of NY
- 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 | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT | MPX016303 | 12/01/03 | 12/01/04 | GENERAL AGGREGATE \$ 2000000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2000000 |
| | | | | | PERSONAL & ADV INJURY \$ 1000000 |
| | | | | | EACH OCCURRENCE \$ 1000000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 50000 |
| | | | | | MED EXP (Any one person) \$ 5000 |
| | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" 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 | 01CG04065320 | 9/01/04 | 9/01/05 | COMBINED SINGLE LIMIT \$ 1000000 |
| | | | | | BODILY INJURY (Per person) \$ |
| | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | PROPERTY DAMAGE \$ |
| | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | | | | OTHER THAN AUTO ONLY: \$ |
| | | | | | EACH ACCIDENT \$ |
| | | | | | AGGREGATE \$ |
| C | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | IXG385211B EXCESS AUTO LIAB | 9/01/04 | 9/01/05 | EACH OCCURRENCE \$ |
| | | | | | AGGREGATE \$ 500000 |
| | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | WC STATUTORY LIMITS OTH-ER \$ |
| | | | | | EL EACH ACCIDENT \$ |
| | | | | | EL DISEASE - POLICY LIMIT \$ |
| | | | | | EL DISEASE - EA EMPLOYEE \$ |
| A | OTHER Professional Liab Claims-Made Form Retro Date 1/1/86 | MPX016303 & MPX016403 | 12/01/03 | 12/01/04 | COMBINED Liability Limits: \$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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/26/03

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 Homeland Insurance Co of NY

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

COMPANY B
COMPANY C
COMPANY D

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 | 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 | MPX016303 | 12/01/03 | 12/01/04 | GENERAL AGGREGATE \$ 2000000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2000000 |
| | | | | | PERSONAL & ADV INJURY \$ 1000000 |
| | | | | | EACH OCCURRENCE \$ 1000000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 50000 |
| | | | | | MED EXP (Any one person) \$ 5000 |
| | 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 | | | | COMBINED SINGLE LIMIT \$ |
| | | | | | BODILY INJURY (Per person) \$ |
| | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | | | | OTHER THAN AUTO ONLY: \$ |
| | | | | | EACH ACCIDENT \$ |
| A | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | MPX016403 | 12/01/03 | 12/01/04 | EACH OCCURRENCE \$ 1000000 |
| | | | | | AGGREGATE \$ 3000000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | WC STATUTORY LIMITS OTHER \$ |
| | | | | | EL EACH ACCIDENT \$ |
| | | | | | EL DISEASE - POLICY LIMIT \$ |
| | | | | | EL DISEASE - EA EMPLOYEE \$ |
| A | OTHER Professional Liab Claims-made Form Retro Date 1/1/86 | MPX016303 MPX016403 | 12/01/03 | 12/01/04 | Combined limits: \$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

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AUTHORIZED REPRESENTATIVE

Elysha Wong

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

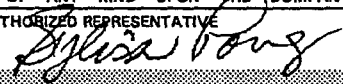
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 | 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 \$ 5000000 PRODUCTS - COMP/OP AGG \$ 5000000 PERSONAL & ADV INJURY \$ 2000000 EACH OCCURRENCE \$ 2000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000 |
| B | AUTOMOBILE LIABILITY <input checked="" 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 \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| C | 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 | | | | WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$ |
| A | OTHER 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


CERTIFICATE OF INSURANCE

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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: AMERICAN HOME ASSURANCE COMPANY

| <u>Type of Insurance</u> | <u>Policy Number</u> | <u>Policy Effect. Date</u> | <u>Limits (000's)</u> |
|--------------------------|----------------------|----------------------------|--------------------------------------------------------------------------------------------|
| WORKERS' COMPENSATION | 1242223 | 1/1/04-1/1/05 | 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

Additional Locations: NOT APPLICABLE

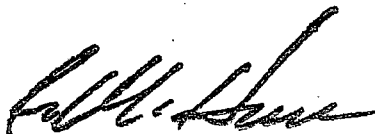
Description of Operation: CONVALESCENT HOSPITALS

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 5, 2004

ROBERT M. HUNT, AUTHORIZED REPRESENTATIVE