

AGREEMENT FOR SERVICES #5363
Adult Inpatient/Residential Treatment Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc., a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business is 520 Capitol Mall, Suite 800, Sacramento, CA 95814 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide long term twenty-four (24) hour program and facilities for mentally ill adults (hereinafter referred to as "Client" or "Clients") on an "as requested" basis for the County of El Dorado Health and Human Services Agency, Behavioral Health Division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.
- B. Contractor agrees that services provided shall be in accordance with all governing regulations or requirements herein this Agreement, which shall have the meaning as they are currently interpreted, or as may be amended during the term of this Agreement.

C. Contractor agrees to furnish licensed facilities, personnel, and services necessary to provide long-term, twenty-four (24) hour programs and facilities for Clients, ages eighteen (18) to sixty four (64) years on an “as requested” basis for the Health and Human Services Agency. Such services provided shall be in accordance with all applicable provisions of Title 9 of the California Code of Regulations (“CCR”); Title 22 CCR including Sections 72443-72475; Welfare and Institutions Code, Division 5, commencing with Section 5000.

D. Facilities available to County shall include:

Community Care Center (“CCC”)	Shall be licensed by the California Department of Social Services
Mental Health Rehabilitation Center (“MHRC”)	Shall be licensed by the California Department of Health Care Services. Services shall be provided in accordance with Title 9, CCR Chapter 3.5
Skilled Nursing Facility (“SNF”)	Shall be licensed by the State of California Department of Public Health
Skilled Nursing Facility with Special Treatment Program	These facilities require both a license with the California Department of Public Health as a SNF, and certification as a Special Treatment Program by the California Department of Health Care Services.
Special Treatment Program (“STP”)	STPs are designed to serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self-help skills; behavioral adjustment; interpersonal relations; pre-vocation preparation; and alternative placement planning. Shall be licensed by the California Department of Health Care Services.
Institute for Mental Disease (“IMD”)	Pursuant to California Department of Mental Health Letter 10-02 dated February 1, 2010 (attached hereto as Exhibit A, and incorporated by reference herein,) “IMDs in California generally include facilities in the following licensing categories, <i>if the facility has more than 16 beds</i> (italics added): Acute psychiatric hospitals; psychiatric health facilities; skilled nursing facilities with a certified special treatment program for the mentally disordered; and mental health rehabilitation centers.”
Psychiatric Health Facility (“PHF”)	Shall be licensed by the State of California Department of Public Health. All services provided shall be in accordance with Title 9, CCR Chapter 9.

- E. Services:
1. Basic services include reasonable access to required medical treatment; up-to-date psychopharmacology; transportation to needed off-site services; and bilingual/bicultural programs.
 2. Basic services specific to IMD's consist of usual and customary SNF services plus those services that are included in STPs as contained in Title 22 CCR, Sections 72443-72475.
 3. STPs are designed to serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self-help skills, behavioral adjustment, interpersonal relationships, pre-vocational preparation, and alternative placement planning.
 4. Enhanced services consist of specialized program services that augment the services of STPs. Enhanced services are designed to serve clients who have a sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.
- F. Client Eligibility: Patients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable Federal and State statutes.
- G. Referral for admission to facility: Clients must be referred by the Health and Human Services Agency Behavioral Health Division or Public Guardian ("HHSA") (with a Lanterman-Petris-Short conservatorship). Referrals for admission to Contractor's facility must be approved by Contractor's on-duty physician. Contractor shall not be required to accept referrals if it is determined that there is insufficient bed capacity. Contractor shall not be required to accept referrals for treatment of individuals housed in jail, or other penal institutions. Contractor reserves the right to deny any referral at the sole discretion of the on-duty physician or clinical director.
- H. Contractor shall notify County when a Client is transferred off site to an acute care hospital for medical treatment. Contractor's timely notification to County is critical for County to prevent inappropriate claiming of State General Fund ("SGF") and Federal Financial Participation ("FFP") for ancillary medical services to Medi-Cal beneficiaries residing in facilities subject to the IMD exclusion. Notifications shall be faxed to (530) 653-2179, or sent in an encrypted email to LPS-Referrals@edcgov.us.
- I. Service Plan: The Contractor and County shall co-develop a service plan for each Client consistent with treatment goals identified in the client's LPS treatment plan within thirty (30) days of admission, utilizing treatment resources available to Contractor.
- J. Contractor shall adhere to the terms and conditions of this Agreement, and it is expressly understood and agreed between the parties hereto that County shall not authorize payment if Contractor fails to do so. County may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director or Director's designee.
- K. Outcome Reporting: Contractor shall submit annual Client outcome information to County within sixty (60) days of fiscal year end. Outcome data will be based upon functional improvement of the Client. Functional improvement will be measured by the disposition of the Client at discharge. A discharge to a lower level of care indicates a positive outcome by the Client's successful completion and transition from the Contractor's program to a more independent living environment. Upon request of the County, Contractor shall provide all

required evaluation and conservatorship letters, signed by a physician or psychologist, for any Client.

- L. Contractor shall provide the County (Mental Health Case Manager and Deputy Public Guardian) quarterly progress reports, summarizing the clients overall progress to individual treatment goals, medication compliance, engagement in treatment, etc. Quarterly reports must be received within fifteen (15) days after the completion of each quarter (i.e., April 15th, July 15th, Oct 15th, and Jan 15th) or upon special request.
- M. Contractor shall maintain records relating to program implementation, financial, and related data and information on the activities conducted hereunder. Contractor agrees to furnish records for County review, upon request.
- N. County Responsibilities:
 - 1. County shall refer Clients to Contractor in accordance with agreed-upon processes.
 - 2. County shall participate with Contractor in the co-development of a Service Plan for each Client within thirty (30) days of admission.
 - 3. County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B and incorporated by reference herein, each time the County requires a Client to be absent from the Contractor's facility and requires that a bed be kept available for their return.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall have a term of July 1, 2021 through June 30, 2024 unless terminated earlier pursuant to the provisions contained herein this Agreement under Article XV, titled "Default, Termination, and Cancellation or Article XIII, "Fiscal Considerations."

ARTICLE III

Compensation for Services:

- A. Rates: In accordance with Welfare and Institutions Code Section 5912, as amended by Assembly Bill 1054, as follows:
 - (a) "As long as contracts require institutions for mental disease to continue to be licensed and certified as skilled nursing facilities by the State Department of Public Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services (DHCS). Effective July 1, 2014, the reimbursement rate for institutions for mental disease shall increase by 3.5 percent annually.
 - (b) It is the intent of the Legislature that the annual rate increases provided in subdivision (a) be utilized by the institutions for mental disease to meet direct service costs and, to the extent possible, improve the quality of care rendered to residents in the facilities.
 - (c) Notwithstanding subdivision (a), beginning July 1, 2017, in any most recent completed fiscal year that the Mental Health Subaccount of the Local Revenue Fund does not receive full vehicle license fee growth funds from the General Growth Subaccount in the Vehicle License Fee Growth Account pursuant to Section 1706 and subdivisions (a) and (b) of Section 17606.20, the reimbursement rate for services in institutions for mental disease that are licensed and certified as skilled nursing facilities shall be the same as the rates in effect the prior year.¹"

¹ (Amended by Stats. 2017, Ch. 25, Sec. 20 (SB 90) Effective June 27, 2017)

Rates will be effective annually, on July 1, at the percentage increase established by the DHCS, subject to WIC Section 5912 as cited herein above. Notice of rate changes shall be submitted, in writing, to the address noted in Article XVI, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's (HHS) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

Rates for services provided pursuant to this Agreement shall be in accordance with Exhibit C, marked "Crestwood Behavioral Health, Inc. Billing Rate Schedule," attached hereto and incorporated by reference herein.

- B. It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the Health and Human Services Agency Director, or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in Article XX, "Insurance" hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.
- C. For Clients who receive Supplemental Security Income (SSI) benefits or have sufficient alternative income, Client/Client's payee may be required to pay a residential share of cost to Contractor. For Clients who do not receive SSI benefits and do not have other income, County may be required to pay the residential share of cost until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.
- D. **Bed Holds:** Holding a bed while a Client is absent from the facility shall require written authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B) if initiated by County, or a notification of transfer/bed hold form, if initiated by Contractor. Bed holds shall be paid at the same rate (may be adjusted by Contractor for meals) as if the Client were present at the facility, as established in Exhibit C, "Crestwood Behavioral Health, Inc. Billing Rate Schedule." In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHS Director or designee.
- E. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Invoice Template found at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, incorporated by reference herein. Itemized invoices shall follow the format specified by

County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>BHinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, Contractor will submit invoices for services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I, “Scope of Services,” unless otherwise authorized in writing by the Contract Administrator. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- Supplemental Invoice Process:** For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period **July 1st through June 30th** for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, “Default, Termination, and Cancellation.”

ARTICLE IV

Maximum Obligation: The maximum contractual obligation of the County under this Agreement shall not exceed \$3,600,000 for all of the stated services during the term of the Agreement.

ARTICLE V

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.

- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XV, "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VI

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit D, which is incorporated herein for all intents and purposes.

ARTICLE VII

Assurance of Compliance: Contractor shall comply with Exhibit E, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit E as part of the signature request for the Agreement.

ARTICLE VIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for

such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CRESTWOOD BEHAVIORAL HEALTH, INC.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
ATTN: Chief Executive Officer

or to such other location as the Contractor directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under Article XVI, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The County shall defend, indemnify, and hold the Contractor, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Contractor employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Contractor, the County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Contractor harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article XV, "Default, Termination and Cancellation."

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVIII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Nicole Cable, LMFT, Program Manager, Behavioral Health Division, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXIV

Additional Terms and Conditions:

A. **Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.

Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

B. **Audits:** From time to time, the County or State may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or State in writing. The fact that the County or State inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or State's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor, auditors performing monitoring, or audits of the Contractor or its subcontracting service providers shall immediately report to the County or State any incidents of fraud, abuse or other criminal activity in relation to this Agreement, federal, State, and County laws, rules, regulations, and ordinances.

- C. **Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section "access to" means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the State or County, or their respective designee in a central location.

- D. **Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to Article XI, "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:
1. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
 2. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor's Board will cast a vote on the provision of services by that member (or any organization

which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

3. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
4. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
 - a. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - b. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.
5. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

ARTICLE XXXV

Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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ARTICLE XXXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Nicole Cable, LMFT
Program Manager
Behavioral Health Division

Requesting Department Head Concurrence:

By: _____ Dated: _____
Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #5363 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.
A DELAWARE CORPORATION

By: _____
Derek Dobbins, President/COO
"Contractor"

Dated: _____

By: _____
Elena Mashkevich, Director of County Contracts
"Contractor"

Dated: _____

lk

EXHIBIT A
CALIFORNIA DEPARTMENT OF
 **Mental Health**

1600 9th Street, Sacramento, CA 95814
(916) 654-2309

February 1, 2010

DMH LETTER: 10-02

TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICERS
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: MEDI-CAL COVERAGE AND CLAIMING FOR BENEFICIARIES IN
INSTITUTIONS FOR MENTAL DISEASES

REFERENCE: DMH LETTER NO.: 98-03, DMH LETTER NO.: 02-06, and
DMH LETTER NO.: 06-04

This Department of Mental Health (DMH) letter updates prior DMH communications related to the requirement that no State General Funds (SGF) nor Federal Financial Participation (FFP) be expended for services and treatment to Medi-Cal beneficiaries who are residents of institutions for mental diseases (IMDs) and who are 21 years of age and older and under 65 years of age (known as the "IMD exclusion"). This letter also reiterates that Welfare and Institutions (W&I) Code section 14053.3, in conjunction with section 14053(b)(3), requires DMH to recover SGF and FFP paid for ancillary services provided at the time that a Medi-Cal beneficiary is a resident of an IMD and subject to the IMD exclusion, in accordance with applicable state and federal statutes and regulations, as referenced below. In order to prevent claiming of SGF and FFP for Medi-Cal beneficiaries residing in an IMD per the IMD exclusion, the Department of Health Care Services (DHCS) has directed Medi-Cal providers to bill the county of responsibility for the beneficiary, as reflected in the Medi-Cal Eligibility Data System (MEDS). Attachment 1 is the Provider Bulletin titled Medical Ancillary Services Billing Procedures Update, which was sent by DHCS to all Medi-Cal providers on June 30, 2009.

Inappropriate Claiming of FFP for Services Provided in IMDs

In accordance with Title 42 United States Code section 1396d(a)(28)(B), Title 42, Code of Federal Regulations, sections 435.1009, 435.1010, 441.13 and 436.1005; W&I Code sections 14053(b)(3) and 14053.3, California Code of Regulations (CCR), title 22, section 50273, and CCR, title 9, sections 1840.210 and 1840.312, neither SGF nor FFP reimbursement is available for services for adults (individuals who are 21 years of age or older, and under 65 years of age) residing in IMDs. See Attachment 2 for the text of the cited statutes and regulations.

As guidance on this matter, the Federal Centers for Medicare and Medicaid Services (CMS) issued sections 4390 and 4390.1 of the State Medicaid Manual (Attachment 3). Each Mental Health Plan (MHP) should carefully review the applicable federal and state laws, regulations and guidelines and implement and enforce effective policies and procedures to prevent inappropriate claiming of SGF and FFP for services to Medi-Cal beneficiaries residing in IMDs

subject to the IMD exclusion. IMDs in California generally include facilities in the following licensing categories, if the facility has more than 16 beds: acute psychiatric hospitals; psychiatric health facilities (PHFs); skilled nursing facilities (SNFs) with a certified special treatment program for the mentally disordered (STPs); and mental health rehabilitation centers (MHRCs).

MHPs must not submit claims to the State for specialty mental health services or other services provided to Medi-Cal beneficiaries subject to the IMD exclusion. Providers outside the MHPs must not submit claims for other mental health, medical or ancillary services provided to Medi-Cal beneficiaries subject to the IMD exclusion. Inappropriate claiming of SGF or FFP must not occur, whether through the Short-Doyle/Medi-Cal (SD/MC) claiming system or through the Medi-Cal fiscal intermediary (FI) claims processing system. Improper claiming and/or failure to establish adequate procedures to prevent inappropriate claiming of SGF or FFP will result in disallowances and/or compliance actions and other oversight activities, reviews, actions and proceedings available to the State (including but not limited to CCR, title 9, sections 1810.380 and 1810.385) and to the federal government.

MHP Obligations for Client and Services Information (CSI) Reporting When Clients Enter and Exit IMDs

MHPs must submit updated Client, Service, and Periodic record information through the CSI System to DMH for clients in IMDs when the MHP pays the room and board. DMH Letter No. 06-04 issued on May 18, 2006, eliminated the New Institutions for Mental Disease (NIM) reporting system and informed MHPs to report through CSI. DMH Letter No. 98-03 issued on April 29, 1998, provided MHPs with the directive to submit a Client record at first contact with the county and a Service record as services are provided. Periodic records, which contain data elements that change, such as living arrangements, must be submitted at the time of admission to an IMD, at discharge from an IMD, and at the time of the annual client plan update.

If you have any questions, please contact your County Programs Technical Assistance contact person identified on the following internet site:
http://www.dmh.ca.gov/Services_and_Programs/Local_Program_Support/County_Technical_Assistance.asp

Sincerely,

Original Signed by

STEPHEN W. MAYBERG, Ph.D.
Director

Enclosures

cc: California Mental Health Planning Council
California Mental Health Directors Association

EXHIBIT B

**COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
BEHAVIORAL HEALTH DIVISION**

BED HOLD AUTHORIZATION

Resident: _____

Reason for Absence from Facility:

I, _____, authorized representative for County of El Dorado Health and Human Services Agency, Behavioral Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Authorized Representative

Public Guardian / Payee:

Resident: _____

Reason for Absence from Facility:

I, _____, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Public Guardian / Payee

EXHIBIT C

Type/ Facility #	Crestwood Billing Rate Schedule			07/01/2021 - 06/30/2022		
SNF/STP (IMD)	Facility Name & Address	NPI	Levels	Day Rate	Patch/ Enhanced	Total
1122	Wellness & Recovery Center 3052 Chum Creek Road, Redding 96002	1194743088	1	\$235.16	\$25.00	\$260.16
			2	\$235.16	\$46.00	\$281.16
			3	\$235.16	\$61.00	\$296.16
			4	\$235.16	\$117.00	\$352.16
			5	\$235.16	Negotiated	
SNF/STP	Facility Name & Address	NPI	Levels	Day Rate	Patch/ Enhanced	Total
1104	Stockton Manor 1130 Monaco, Stockton 95207	1730128174	1	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	\$25.00	TBD
			2		\$36.00	TBD
			3		\$38.00	TBD
			4		\$61.00	TBD
			5		\$88.00	TBD
			6		\$117.00	TBD
			7		Negotiated	
1112	Modesto Manor 1400 Celest Drive, Modesto 95355	1508884487	1	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	\$25.00	TBD
			2		\$41.00	TBD
			3		\$61.00	TBD
			4		\$88.00	TBD
			5		\$117.00	TBD
			6		Negotiated	
1134	Fremont Manor 4303 Stevenson Blvd., Fremont 94538	1902828403	1	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	\$25.00	TBD
			2		\$33.00	TBD
			3		\$61.00	TBD
			4		\$96.00	TBD
			5		\$140.00	TBD
			6		Negotiated	
SNF	Facility Name & Address	NPI	Levels	Day Rate	Patch/ Enhanced	Total
1120	Fremont Treatment Center 2171 Mowery Avenue, Fremont 94538	1942228838	1	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	\$140.00	TBD
			2		Negotiated	

EXHIBIT C

MHRC	Facility Name & Address	NPI	Levels	Day Rate	Patch/Enhanced	Total
1106	Sacramento 2600 Stockton Blvd., Sacramento 95817	1356411656	1	\$370.00	\$0.00	\$370.00
			2	\$337.00	\$0.00	\$337.00
			3	\$306.00	\$0.00	\$306.00
1107	San Jose/Santa Clara MHRC 1425 Fruitdate Avenue, San Jose 95128	1376623256	1	\$404.00	\$0.00	\$404.00
			2	\$324.00	\$0.00	\$324.00
			3	\$315.00	\$0.00	\$315.00
1110	Eureka/Humbolt MHRC 2370 Buhne Street, Eureka 95501	1124046008	1	\$318.00	\$0.00	\$318.00
1115	Bakersfield/Kern MHRC 6700 Eucalyptus Drive, Suite A, Bakersfield 93306	1275610800	1 (1:1)	\$696.00	\$0.00	\$696.00
			2	\$370.00	\$0.00	\$370.00
			3	\$337.00	\$0.00	\$337.00
			4	\$304.00	\$0.00	\$304.00
1116	Anguin/Napa MHRC 295 Pine Breeze Drive, Angwin 94508	1316024953	1	\$362.00	\$0.00	\$362.00
			2	\$288.00	\$0.00	\$288.00
			3	\$235.00	\$0.00	\$235.00
1140	Kingsburg Healing Center/Fresno MHRC 1200 Smith Street, Kingsburg 93631	1073989661	1	\$475.00	\$0.00	\$475.00
			2	\$416.00	\$0.00	\$416.00
			3	\$357.00	\$0.00	\$357.00
			Bedhold	\$297.00	\$0.00	\$297.00
1141	Recovery & Rehab Center/Solano MHCR 115 Oddstad Drvie, Vallejo 94589	150895834	1	\$372.00	\$0.00	\$372.00
			2	\$316.00	\$0.00	\$316.00
			3	\$280.00	\$0.00	\$280.00
			4	\$263.00	\$0.00	\$263.00
1154	San Diego 5550 University Ave., San Diego 92105	1295146934	1	\$454.00	\$0.00	\$454.00
			2	\$389.00	\$0.00	\$389.00
			3	\$323.00	\$0.00	\$323.00
			Bedhold	\$314.65	\$0.00	\$314.65
1164	Chula Vista/San Diego MHRC 960 3rd Avenue, Chula Vista 91911	1023495181	1	\$454.00	\$0.00	\$454.00
			2	\$389.00	\$0.00	\$389.00
			3	\$323.00	\$0.00	\$323.00
			Bedhold	\$314.65	\$0.00	\$314.65
1166	San Francisco Healing Center 450 Stanyan Street, 5th Floor, San Francisco 94117	1447758024	SF Blended	\$495.00	\$0.00	\$495.00
			Bedhold	\$486.65	\$0.00	\$486.65
1167	Fallbrook Healing Center/ San Diego MHRC 624 East Elder Avenue, Fallbrook 92028	1639738297	1	\$464.00	\$0.00	\$464.00
			2	\$397.00	\$0.00	\$397.00
			3	\$331.00	\$0.00	\$331.00
			Bedhold	\$317.00	\$0.00	\$317.00
1170	Champion Healing Center/ Santa Barbara MHRC 303 South C Street, Lompoc 93436	31487282273	1	\$530.00	\$0.00	\$530.00
			2	\$440.00	\$0.00	\$440.00
			3	\$362.00	\$0.00	\$362.00

EXHIBIT C

PHF	Facility Name & Address	NPI	Levels	Day Rate	Patch/ Enhanced	Total
1153	American River 4741 Engle Road, Carmichael 95608	1972827343		\$900.00	\$0.00	\$900.00
1156	Sacramento 2600 Stockton Blvd., Sacramento 95817	1669734075		\$900.00	\$0.00	\$900.00
1157	Santa Clara 1425 Fruitdate Avenue, San Jose 95128	1598065047		\$1,082.00	\$0.00	\$1,082.00
1158	Kern 6700 Eucalyptus Drive, Suite C, Bakersfield 93306	1194034645		\$975.00	\$0.00	\$975.00
1159	Solano 2201 Tuolumne Street, Vallejo 94589	1780009142		\$998.00	\$0.00	\$998.00
1175	Sonoma Healing Center 7440 Los Guilicos Rd. Santa Rosa, CA 95409	TBD		\$1,000.00	\$0.00	\$1,000.00
ARF	Facility Name & Address	NPI	Levels	Day Rate	Patch/ Enhanced	Total
1125	Pathways/Social Rehabilitation Center 2370 Buhne Street, Eureka	1811374564		\$198.00	\$0.00	\$198.00
1136	Solano Our House 2201 Tuolumne Street, Vallejo 94589	1750452199		\$150.00	\$0.00	\$150.00
1137	Bridge Program/ Social Rehabilitation Center 6744 Eucalyptus Drive, Bakersfield 93306	1265501597		\$209.00	\$0.00	\$209.00
1139	American River Resident Services 4741 Engle Road, Carmichael 95608	1104905645		\$150.00	\$0.00	\$150.00
1143	Bridge Program 550 Patterson Blvd., Pleasant Hill 94523	1669543005		\$150.00	\$0.00	\$150.00
1144	The Pathway/ Social Rehabilitation Center 550 Patterson Blvd., Pleasant Hill 94523	1578634911		\$203.00	\$0.00	\$203.00
1145	Bridge Program/ Social Rehabilitation Center 153 North U Street, Fresno 93701	1093892663		\$209.00	\$0.00	\$209.00
1152	Hope Center/ Residential Care Facility for the Elderly 115 Oddstad Drive, Vallejo 94589	196270324		\$150.00	\$0.00	\$150.00
1168	Humminbird Healing House/ Social Rehabilitation Center 5550 University Ave., Suite B, San Diego 92105	1992206734		\$195.00	\$0.00	\$195.00

Exhibit D

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively “County”) from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA’s performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA’s indemnification of County as set forth herein. BA’s obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA’s expense, for the defense or settlement thereof. BA’s obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA’s obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

EXHIBIT E
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Crestwood Behavioral Health, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
520 Capitol Mall, Suite 800, Sacramento, CA 95814
Address of vendor/recipient

Signature

(08/13/01)