

AGREEMENT FOR SERVICES #130-MHD0309

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**THIS AGREEMENT** 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 7590 Shoreline Drive, (Mailing: P.O. Box 7877), Stockton, CA 95219, (hereinafter referred to as "Contractor");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide long-term 24-hour Special Treatment Program for mentally ill adults (hereinafter referred to as "Clients") on an "as-requested" basis for the Health Services Department, Mental 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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

**Article I. Scope of Services**

Contractor agrees to furnish licensed facilities, personnel and services necessary to provide a long-term 24-hour Special Treatment Program for Clients on an "as requested" basis for the Health Services Department, Mental Health Division. Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code.

Contractor's responsibilities shall include, but not be limited to, services set forth in Exhibit "A", marked "IMD Program Description", incorporated herein and made by reference a part hereof.

**Article II. Term**

This Agreement shall be effective July 1, 2009 and shall expire June 30, 2010, unless terminated earlier pursuant to provisions of Article XIV herein.

**Article III. Compensation for Services**

Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health Services Director or Director's designee granting an extension of the time to complete billing for services or expenses. 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".

For 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. For the purposes of this Agreement, the provisional billing rate shall be in accordance with Exhibit "B", marked "IMD Budget", incorporated herein and made part by reference hereof, not to exceed the Statewide Maximum Allowable (SMA) rates for authorized services, as determined by the State during the term of this Agreement. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each claim shall describe: a) units of service by individual client served, and b) dates of service detail for each client.

Contractor reserves the right to increase provisional rates over those listed herein to reflect cost increases by giving County thirty (30) days written notice of such change, not to exceed the SMA rates for allowable services. Rate increases will only become effective upon written acceptance of the Health Services Director or his/her designee.

Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the Health Services Director at the time the client is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual cost.

Contractor will perform eligibility and financial determinations for all clients, in accordance with State Department of Health Uniform Method of Determining Ability to Pay.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from Health Services Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVII hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health Services Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of clients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Health Services Director. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Health Services Director.

62 The total amount of this Agreement shall not exceed \$480,000.00.

#### **Article IV. Cost Report**

Contractor shall submit the annual California Department of Mental Health's Cost Report (Cost Report) to County on or before October 31 of each year for the preceding fiscal period of July 1 through June 30 (Fiscal Period). Contractor shall prepare the Cost Report in accordance with the California Department of Mental Health's Cost and Financial Reporting System Local Program Financial Support Instruction Manual.

The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Administrator upon reasonable notice.

It is agreed between County and Contractor that the provisional rates stated in this agreement are intended to approximate the Contractor actual costs. Should the actual rate as determined in the

Cost Report for the Fiscal Period be less than the provisional rate, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31st following the Fiscal Period. At the discretion of the Director of Health Services, this reimbursement may be made via monthly installment payments for up to six months.

**Article V. Limitation of County Liability for Disallowances**

Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement. To the extent that a Federal or State audit disallowance results from a claim or claims for which Contractor has received reimbursement for services provided, County shall recoup within 30 days from Contractor through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year. All subsequent claims submitted to County applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

Contractor shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

**Article VI. Certification of Program Integrity**

Contractor shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

Contractor shall ensure that each Medi-Cal beneficiary for whom the Contractor is submitting a claim for reimbursement has met the following criteria:

An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between El Dorado County and the State Department of Mental Health, a copy of which will be provided to Contractor by County under separate cover.

The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

The services included in the claim were actually provided to the beneficiary.

Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

A treatment plan was developed and maintained for the beneficiary that met all plan requirements established in the MHP contract between County and the State Department of Mental Health.

For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between County and the State Department of Mental Health.

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

**Article VII. HIPAA Compliance**

All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

**Article VIII. Debarment and Suspension Certification**

By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 76.

By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
- D. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**),

debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

**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. Default, Termination, and Cancellation**

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.

Section 14.01 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.

Section 14.02 Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

Section 14.03 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.

Section 14.04 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 XV. 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, with postage prepaid. Notices to County shall be addressed as follows:

**COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**CRESTWOOD BEHAVIORAL HEALTH, INC.  
7590 SHORELINE DRIVE  
STOCKTON, CA 95219  
ATTN: GEORGE C. LYTAL**

or to such other location as the Contractor directs.



**Article XVI. 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 attorneys 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.

**Article XVII. Insurance**

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

Section 17.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Section 17.02 Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 17.03 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.

Section 17.04 In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 17.05 Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 17.06 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.

Section 17.07 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 the 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.

Section 17.08 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- (c) 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 excess of the Contractor's insurance and shall not contribute with it.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- (h) 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.
- (i) 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 the protection of the County.

#### **Article XVIII. 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 XIX. 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 XX. 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 the Article in the Agreement titled, "Default, Termination and Cancellation".

**Article XXI. California Residency (Form 590)**

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have 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 XXII. 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 XXIII. 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 XXIV. Administrator**

The County Officer or employee with responsibility for administering this Agreement is Chris Kondo-Lister, Deputy Director, Health Services Department, or successor.

**Article XXV. 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 XXVI. 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 XXVII. 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 XXVIII. 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 DEPARTMENT HEAD CONCURRENCE:**

By:   
Neda West, Director  
Health Services Department

Dated: 6-16-09

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

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

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

Ron Briggs, Chairman  
Board of Supervisors  
"County"

**ATTEST:**

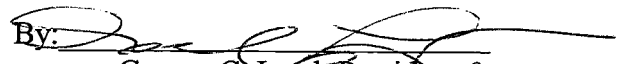
*Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

Date: 6/22/09

CRESTWOOD BEHAVIORAL HEALTH, INC.  
A DELWARE CORPORATION

By:   
George C. Lytal, President &  
Chief Executive Officer  
"Contractor"

Date: ~~6/22~~ 7/3/09

By:   
Corporate Secretary

**EXHIBIT "A"**  
**INSTITUTE FOR MENTAL DISORDER (IMD)**  
**PROGRAM DESCRIPTION**  
**CRESTWOOD BEHAVIORAL HEALTH, INC.**

Contractor agrees to provide El Dorado County Health Services Department, Mental Health Division with Skilled Nursing Facility (SNF)/Special Treatment Program (STP)/Institute for Mental Disorder (IMD)/Mental Health Rehabilitation Center (MHRC) services to mentally disabled adult persons ages 18-64 pursuant to Welfare and Institutions Code, Division 5, commencing with Section 5000; for IMD patients Title 22 of the California Code of Regulations, Sections 72443-72475; State Department of Mental Health Policies and Directives; and other applicable statutes and regulations.

**I. DEDICATED CAPACITY**

Contractor will provide SNF/STP/IMD/MHRC services as requested to El Dorado County patients under mutually agreed upon admission and utilization with any or all of the following facilities:

Crestwood Manor – Modesto  
Q400 Celeste Drive  
Modesto, CA 95355

Crestwood Behavioral Health Center – Solano  
2201 Tuolomne Street  
Vallejo, CA 94589

Crestwood Manor – Stockton  
1130 Monaco Court  
Stockton, CA 95207

Crestwood Behavioral Health Center  
(Bakersfield)  
6600 Eucalyptus Drive  
Bakersfield, CA 93306

Crestwood Behavioral Health Center – Eureka  
2370 Buhne Street  
Eureka, CA 95501

American River Residential Services  
4741 Engle Road  
Carmichael, CA 95608

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Crestwood Geriatric Treatment Center  
(Redding)  
3062 Churn Creek Road  
Redding, CA 96602

Fruitridge Transitional Home  
4256 Fruitridge Road  
Sacramento, CA 95820

Crestwood Manor – Sacramento  
2600 Stockton Blvd.  
Sacramento, CA 95817

Crestwood Center at Napa Valley  
295 Pine Breeze Drive  
Angwin, CA 94508

Crestwood Manor – San Jose  
1425 Fruitdale Avenue  
San Jose, CA 95128

Crestwood Manor – Fremont  
4303 Stevenson Blvd.  
Fremont, CA 94538

Crestwood Geriatric Treatment Center  
2127 Mowry  
Fremont, CA 94538

For the purpose of this Agreement, the term “bed day” includes beds held vacant for Clients who are temporarily (not more than seven days) absent from a facility.

## **II. PRIOR AUTHORIZATION**

Written authorization must be obtained from the Director or designated staff of El Dorado County Health Services Department before admitting a patient under the terms of this Agreement. This authorization will include the agreed upon enhanced service rate, if any.

## **III. LICENSING AND CERTIFICATION**

Each facility referenced in this Agreement shall meet the licensing and certification requirements for SNF licensure by the Department of Health Services Licensing and Certification Division. MHRC’s shall meet the licensing and certification requirements of the California Department of Mental Health’s Licensing and Certification Division.

Each facility referenced in the Agreement shall have a State Department of Mental Health STP.

## **IV. BASIC SERVICES**

Basic Services for IMDs consist of usual and customary SNF services plus those services that are included in STPs as contained in Title 22 of the California Code of Regulations, Sections 72443-72475.

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.

It is further agreed by the Contractor that Basic Services will also include reasonable access to required medical treatment , up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

## **V. ENHANCED SERVICES**

Enhanced Services consist of specialized program services which augment the services of STPs. Enhanced Services are designated to serve clients who have a sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

**EXHIBIT B**  
**IMD BUDGET**  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
07/01/09 to 6/30/10

TOTAL WITH ENHANCED SERVICES

**IMD 18-64**

		BASIC	ENHANCED	TOTAL
VALLEJO  (37 BED)	LEVEL 1	164.09	17.00	181.09
	LEVEL 2	164.09	30.00	194.09
	LEVEL 3	164.09	50.00	214.09
	LEVEL 4	164.09	80.00	244.09
REDDING GTC	LEVEL 1	164.09	10.00	174.09
	LEVEL 2	164.09	20.00	184.09
	LEVEL 3	164.09	40.00	204.09
	LEVEL 4	164.09	50.00	214.09
<b>NON IMD 18-64</b>				
STOCKTON	LEVEL 1	0.00	25.00	25.00
	LEVEL 2	0.00	27.00	27.00
	LEVEL 3	0.00	30.00	30.00
	LEVEL 4	164.09	14.00	178.09
MODESTO		0.00	25.00	25.00
		0.00	27.00	27.00
		164.09	14.00	178.09
FREMONT GTC		190.23	118.00	308.23
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR	LEVEL 1	0.00	28.00	28.00
FREMONT	LEVEL 2	0.00	50.00	50.00
	LEVEL 3	0.00	80.00	80.00
	LEVEL 4	0.00	118.00	118.00



CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/09 to 6/30/10

IDYLWOOD CARE CTR		
NEURO-BEHAV- LOCKED	118.00	118.00
	143.00	143.00
CONVERSION(REQUIRES PRIV ROOM)		257.34

MENTAL HEALTH REHAB CENTERS
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SACRAMENTO MHRC		174.00
SUB ACUTE		211.00
SAN JOSE		208.00
PREGNANT		217.00
VALLEJO	LEVEL 1	182.00
	LEVEL 2	194.00
	LEVEL 3	219.00
	LEVEL 4	257.00
ANGWIN	LEVEL 1	162.00
	LEVEL 2	199.00
	LEVEL 3	249.00
BAKERSFIELD	LEVEL 1	211.00
	LEVEL 2	467.00
EUREKA		181.00
KERN PHF		750.00

CRESTWOOD BEHAVIORAL HEALTH, INC.  
07/01/09 to 6/30/10

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	120.00
OUR HOUSE	100.00
BRIDGE(KERN)	160.00
FRUITRIDGE	122.00
AMERICAN RIVER RESIDENTIAL SERVICES	89.00 42
PLEASANT HILL BRIDGE	100.00
PLEASANT HILL PATHWAYS	145.00
FRESNO	160.00
VALLEJO RCFE	100.00
SANTA CLARA ARF	75.00

CRESTWOOD BEHAVIORAL HEALTH, INC.  
07/01/09 to 6/30/10

GEROPSYCH 65+		ENHANCED	TOTAL
STOCKTON	LEVEL 1	0.00	0.00
	LEVEL 2	20.00	20.00
	LEVEL 3	50.00	50.00
		SPECIAL	
VALLEJO	LEVEL 1	0.00	0.00
	LEVEL 2	20.00	20.00
	LEVEL 3	50.00	50.00
		SPECIAL	
MODESTO	LEVEL 1	0.00	0.00
	LEVEL 2	20.00	20.00
	LEVEL 3	50.00	50.00
		SPECIAL	
REDDING GTC	LEVEL 1	0.00	0.00
	LEVEL 2	20.00	20.00
	LEVEL 3	50.00	50.00
		SPECIAL	
CRESTWOOD MANOR- FREMONT	LEVEL 1	0.00	0.00
	LEVEL 2	20.00	20.00
	LEVEL 3	28.00	28.00
	LEVEL 4	50.00	50.00