

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CRESTWOOD
BEHAVIORAL HEALTH, INC.**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Crestwood Behavioral Health, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Mental Health Rehabilitation Center services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor Budget
- Exhibit D—License for Use of Real Property
- Exhibit E—Inventory List of Property
- Attachment A—MHRC Responsibility Matrix
- Attachment B—Staffing
- Attachment C—Agency/Group Credentialing Information
- Attachment E—Fingerprinting Certification
- Attachment I—Rehabilitation Act 504
- Attachment J—Policy Attestation Form
- Attachment K—Assurance of Non-employment with Other Providers
- Attachment L—Residential Weekly Census Report
- Attachment M—Medication Service Reporting Form
- Attachment T—Sample Template for Disaster and Emergency Response Plan
- Attachment U—Declaration of Notice of Confidentiality

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND FIFTY-ONE DOLLARS (\$10,145,051). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2023, through June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Health System Chief or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

County and its officers, agents, employees, and servants shall be named as additional insured on the Comprehensive General and Motor Vehicle policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy as to County's standing as an additional insured only and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance as to County's standing as an additional insured only.

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San

Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising

out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Talisha Racy, Clinical Services Manager
Address: 2000 Alameda de las Pulgas, Suite 200, San Mateo, 94403
Telephone: (650) 573-3615
Facsimile: (650) 522-9830
Email: tracy@smcgov.org

In the case of Contractor, to:

Name/Title: Elena Mashkevich
Address: 520 Capitol Mall, Suite 800, Sacramento, CA, 95814s
Telephone: (916) 471-2244
Facsimile: (916) 471-2212
Email: elena.mashkevich@cbhi.net

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

For Contractor: CRESTWOOD BEHAVIORAL HEALTH, INC.

DocuSigned by:
Elena Masherich

Contractor's Signature

Date: 09/11/2023

EXHIBIT A – SERVICES
CRESTWOOD MHRC
FY 2023-2026

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

Crestwood, in collaboration with the Behavioral Health and Recovery Services Division of San Mateo County (BHRS), shall operate a Mental Health Rehabilitation Center (MHRC) located at Building B (“Ponderosa House”) 280 Edmonds Road, Redwood City, California that will accommodate up to sixteen (16) consumers at a time.

This MHRC shall be licensed by the California Department of Health Care Services, Licensing and Certification Division, and shall comply with all requirements of MHRCs and Adult Residential Treatment Services. The MHRC shall also meet requirements to be eligible to claim Federal Financial Participation for Adult Residential Treatment Services (Cal. Code of Regs., Title 9, section 1840.332). Please refer to Title 9 Chapter 3.5 of the California Code of Regulations at the link below. MHRC program requirements are included by reference herein.
[Browse - California Code of Regulations \(westlaw.com\)](#)

B. Overview

The following vision statements are the guiding principles for the MHRC services:

Focus on Wellness – to be healthy

The program and services are dedicated to the whole health and wellness of its consumers. The environment will support and reflect a productive individualized wellness path for all consumers.

Promote Respect – to be livable

The program and services will provide a strong foundation of assuring dignity and respect for its consumers and staff. The programs and services will emphasize consumer’s choice, in a safe environment that inspires pride, motivates the spirit, accommodates diversity in culture and beliefs, instills optimism for personal growth and improves quality of life.

Build Community – to be collaborative

The program and services will build strong communities – amongst their own consumers, families, staff, and visitors, and add value to the surrounding community. The campus community will become an integral part of its social surroundings, with its programs and services valued as innovative assets and its residents respected as citizens.

Heal through Nature – to be environmentally conscious

The program and services offered will capitalize on the beautiful serene natural setting to complement the process of wellness, rehabilitation and recovery. The facilities will incorporate progressive sustainable design strategies, efficient building systems, and natural materials to the benefit of healthy people, place, and planet.

Strive for Recovery – to flourish

The program and services will help consumers realize their full potential, achieving their goals for recovery, and return to living independently in the community.

Contractor services shall be designed to improve symptom management, encourage skill development, and promote restoration of effective and independent functioning. The focus of treatment will be to prepare consumers to live and work in the least restrictive environment possible, with the lowest risk of institutionalization. Contractor will provide an individualized rehabilitation program within a locked setting based on sound principles of psychiatric assessment, psychopharmacology, therapeutic interventions, and psychosocial rehabilitation techniques. Contractor will create a welcoming, safe, and therapeutic environment in which behaviors that promote wellness and recovery are reinforced both actively and thoughtfully with the goal of facilitating a learning process that helps consumers make considered choices and increases their level of functioning. The MHRC space has a trauma informed design. MHRC staff will be trained to be thoroughly trauma informed to ensure that the trauma informed resources are maximized in facilitating the continued recovery of the consumers.

C. MHRC Program Goals

1. Consumers shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Consumers shall have sustainable medication levels reflecting evidenced-based practice guidelines, as measured through medication administration records.

3. The program shall be successful in preventing direct placements of its consumers in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

D. Target Population

The target population to receive these services are consumers in need of a locked placement (MHRC) who are: 1) Medi-Cal eligible (unless otherwise approved by BHRS Facilities Utilization Management (FUM)), 2) 18 years or older, 3) medically fragile, and 4) on Lanterman-Petris-Short Act (LPS) or Temporary Conservatorships or 6500. A consumer who is dually diagnosed with a serious mental illness and developmental disability and who is conserved via a 6500 may be considered if all other Golden Gate Regional Center (GGRC) options have been exhausted.

Consumers may transfer from either an acute psychiatric hospital, a State hospital, a jail or another locked MHRC or be stepped up from a lower level of care. Psychiatric diagnoses treated will include but may not be limited to, schizophrenia, schizoaffective disorder, and bipolar disorder. Concomitant diagnoses of substance dependence, personality disorders, trauma disorders, mild developmental disorders and traumatic brain injury shall be addressed in the overall planning and provision of treatment. Consumers may have ambulation challenges but not to the level of meeting criteria for Skilled Nursing Facility (SNF) level of care. Consumers must be able to perform self-care (e.g. may wear adult diapers but be able to change them independently). Consumers may present with a mild form of dementia but will not have that as their primary diagnosis.

The Crestwood MHRC shall serve consumers who are medically fragile, which will include approximately 75% of the population. Approximately 25% of the population will be consumers who are deemed as similar and clinically compatible with medically fragile consumers. This ratio may fluctuate dependent on referral demographics.

E. MHRC Operations Timeline and Contractor Expectations

Construction is anticipated to be complete in the winter of 2023. It is anticipated that consumers will move from the current Cordilleras building into the new buildings in January of 2024, one of which will be operated by Contractor. The campus buildings will be completed and commissioned on different dates. The consumer move dates may change as a result of construction delays. BHRS will inform contractors of date changes should they occur.

The facility operated by this Contractor will become available for Contractor's use after construction is completed on all campus buildings and all building codes and inspections have been passed. Contractor will

occupy the building under the terms of *Exhibit D – License For Use of Real Property*, attached hereto and incorporated herein by reference.

Prior to the opening of the MHRC, County and Contractor will conduct a facility walk-through. At that time, an itemized list of County's property will be completed (*Exhibit E- Inventory List of Property* included herein by reference). Contractor may use County's property itemized in *Exhibit E* in providing services under the Agreement. Furnishings purchased by Contractor using County-provided funding shall become County property.

Once the final building on the campus is licensed and certified (Campus Center, Bldg. A "Canyon Vista Center"), each contractor will have approximately 10 days to complete their move in to their building and admit the consumers who are being moved from the existing Cordilleras building, which will later be demolished. This will be done in a coordinated process led by BHRS, with the existing Telecare Cordilleras staff and Crestwood staff, and as needed, other MHRC staff.

Upon contract termination, any County owned property shall be relinquished to the County in good condition, reasonable wear and tear excepted.

F. Management of Facility

Distinct Contractor and County duties and responsibilities for repairs and maintenance of the County-owned facility operated by Contractor are detailed in *Exhibit D – License for Use of Real Property*. Contractor shall be responsible for payment for utilities (PG&E and water), sewer, garbage, janitorial services and basic maintenance per the terms of *Exhibit D*.

G. Start Up Services

1. During the term of this agreement and prior to the provision of MHRC services, Contractor shall provide start-up services for the MHRC program. Contractor shall use this start-up period to hire and train program staff and to equip the program facility.

Categories of funded start-up services are identified in *Exhibit C Contractor Budget*.

2. Prior to the opening of the facility, Contractor shall obtain and maintain all relevant licenses and certifications necessary to operate a Mental Health Rehabilitation Center as defined in Title 9, Division 1, Chapter 11, Subchapter 4, Article 3, Section 1840.332:
3. Prior to admitting consumers to this new program, Contractor will do the following:

- a. Take occupancy
- b. Hire and train staff
- c. Be reviewed and licensed by the State
- d. Become Medi-Cal certified through BHRS
- e. Complete contractor responsibilities listed in *Attachment A - MHRC Responsibility Matrix*.

H. MHRC Program

1. MHRC Services

The Contractor shall provide the full range of services listed below to all the approved County consumers. Services provided shall include all services as required as a licensed MHRC. (Please refer to Title 9 Chapter 3.5 of the California Code of Regulations. MHRC program requirements pursuant to Title 9 Chapter 3.5 of the California Code of Regulations are included by reference herein.)

- a. All services shall be consumer centered, in recognition of varying diverse cultural, linguistic, individual needs, strengths, and motivations.
- b. The program shall emphasize the participation of consumers in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
- c. MHRC Services List
 - 1) Full range of psychiatric services
 - 2) Therapeutic nursing rehabilitative services
 - 3) Individual and/or group therapy.
 - 4) Individual and/or group rehabilitation.
 - 5) Crisis intervention.
 - 6) Pre-vocational or vocational counseling.
 - 7) Psycho-educational services.
 - 8) Consumer advocacy, including assisting consumers to develop their own advocacy skills.
 - 9) Independent living skills.
 - 10) Money management.
 - 11) Self-control and symptom management.
 - 12) Sex education.
 - 13) Self-medication education.
 - 14) Personal grooming and hygiene.
 - 15) An activity program that encourages socialization within the program and general community, and that assists linking the consumer to resources which are available after leaving the program.
 - 16) Peer and family support services

- 17) Collateral and case management services
- 18) Wellness and Recovery Action Planning (WRAP)
- 19) Substance use disorder treatment
- 20) Trauma informed care

d. Additional Service Details

Treatment planning will be individually tailored and will include the consumer, consumer's family (if authorized by the consumer), conservator and outpatient treatment team.

1) Individual and/or group therapy

Contractor will employ a licensed clinician (e.g., Clinical Services Program Director, Licensed Clinical Social Worker) to provide individual therapy. Additionally, Contractor will conduct group therapy, led by a licensed clinician, focusing on a range of issues including working with clients with histories of eating disorders. Treatment approaches will include but not be limited to CBT, CBT-Trauma Informed, DBT, and EMDR.

2) Rehabilitation

Contractor will offer a diverse array of daily individual and group rehabilitation activities intended to address the holistic needs of consumers, with an emphasis on skills development. Rehab staff will offer supportive counseling, pre-vocational and vocational counseling, and assistance in building confidence with independent living skills as well as personal hygiene and grooming.

3) Collateral Services

Contractor will facilitate services provided by staff in conjunction with one or more significant support persons in the consumer's life (e.g., family members, roommates, and/or friends). The intent is to foster a view of the consumer in a broader context, evaluate the impact the consumer's natural supports have on the consumer's recovery, and provide the necessary support and education.

4) Case Management

Contractor will provide case management services with a focus on practical needs, such as securing appropriate entitlements, managing property, arranging/providing transportation, facilitating access to health and dental services, resolving legal

issues, and helping consumers to secure appropriate step-down housing prior to discharge.

5) Crisis Intervention

Contractor will provide crisis intervention, as needed, twenty-four (24) hours a day, seven (7) days a week. This may include but not be limited to de-escalation, medications taken as needed (PRN) and/or other emergency medication and other supportive services intended to prevent inpatient hospitalizations.

6) Psycho-Education Services

Contractor will provide psycho-education services to assist consumers, their families and friends to achieve a more comprehensive understanding of mental illness, trauma and co-occurring challenges and to understand the role of medications.

7) Wellness and Recovery Action Planning

Contractor will encourage all consumers to participate in peer-facilitated Wellness and Recovery Action Plan (WRAP) groups, where they will develop their own individualized plans to maintain health and identify triggers and warning signs, and to create a step-by-step plan for managing crisis. With the consumer's consent, the WRAP plan will be made a formal part of the consumer's treatment plan.

8) Substance Use Disorder Treatment

Contractor will take a unified approach in addressing co-occurring mental illness and substance abuse issues by treating individuals in a holistic manner using a single recovery process. Groups specific to the concerns of consumers with issues of substance abuse/dependence will be conducted/provided as needed.

The MHRC will be a Recovery Oriented System of Care (ROSC) as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA) <https://www.samhsa.gov/>.

9) Trauma Informed Care

Contractor will provide trauma treatment for any consumer with a history of trauma. This will be included in their individual therapy, as well as other activities as appropriate. Consumers

with histories of trauma will be especially directed to opportunities to use any and all of the trauma informed resources located in the MHRC (e.g., gliding chairs, meditation room, Yoga, exercise, etc.). These resources will be unconditionally available to the consumers and will not be part of a reward system.

2. Admissions and Discharges

Contractor shall admit all consumers referred to them within three (3) days of receiving a complete referral packet, seven (7) days a week, and must notify FUM within four (4) hours after receiving the packet (Monday through Friday from 8:00 am to 5:00 pm), if the referral packet is not complete. All referrals will be pre-screened by FUM to fit in with the consumer profiles for this MHRC. Contractor will have the final decision about consumer admissions. In the event the contractor feels that they cannot treat a particular consumer, the contractor will provide FUM with the reason(s) for the decision in writing within 48 hours of receiving the complete referral packet. Consumers will not be excluded solely on the basis of histories that include self-injurious or assaultive behavior (including sex offenses) or arson.

The length of a consumer's admission is expected to range between 5 to 12 months. Contractor agrees that lack of engagement with a consumer will not provide the basis for discharge from the program. Discharge planning will be done in collaboration with the consumer, the conservator, the outpatient treatment team, FUM and other significant parties in the consumer's life, when the involvement of other significant parties is desired by the consumer. The discharge plan will be initiated by Contractor soon after admission and will include the early engagement of any relevant community resources so as to build a bridge for a smooth reentry into the community. The discharge plan will include assessing for any obstacles to the consumer's placement in a lower level of care. Contractor will ensure the plan addresses reducing obstacles to discharge and plans for skill development needed for successful community living.

In the event that the consumer causes physical or emotional injury to another consumer, themselves, or staff, and/or significant property damage, Contractor in consultation with FUM and conservator will use all available information to determine the reason or motivation for the behavior while developing an appropriate response.

In instances when the consumer appears to be experiencing a change of mental status and meets the criteria for involuntary hospitalization, Contractor will facilitate the placement at a higher level of care (usually

San Mateo Medical Center (SMMC)) and will accept the consumer back once psychiatrically stable.

Bed Hold: There will be up to a seven-day bed hold when residents are sent out to the Psychiatric Emergency Services or SMMC Emergency Room. If residents are admitted to an acute unit they will be discharged from the MHRC and referred back after stabilization.

Contractor will respond to SMMC and other hospital's treatment staff seven (7) days a week, within one (1) hour if the call is from Psychiatric Emergency Services (PES) or four (4) hours for calls from other units of the hospital. Contractor will engage FUM around any disagreements with the hospital treatment team that cannot be quickly resolved between the two teams.

MHRC services provided by Contractor at this facility will not be provided to non-BHRS clients nor contracted to other entities without advance written permission from the BHRS Contract Monitor.

3. Staffing Requirements

Contractor shall employ adequate staff to meet the staffing patterns as listed in *Attachment B - Staffing* and as noted in Title 9 Chapter 3.5 of the California Code of Regulations. Contractor shall inform BHRS Contract Monitor of any staffing changes, and shall obtain prior approval from BHRS Contract Monitor before making any changes to the staffing model.

Contractor shall employ bilingual/bicultural staff to meet the cultural and language needs of consumers.

Contractor shall not employ staff to work in the MHRC who are also employed by one of the other contracted MHRCs or Co-housing providers on the Cordilleras Health and Healing Campus. This shall not preclude contracting for common support services from an entity also contracted to other MHRCs for the same common support services, such as food or laundry. Contractor may contract for the provision of other MHRC services with the prior written approval from the BHRS Contract Monitor.

Contractor shall complete *Attachment K - Assurance of non-employment with other providers*.

a. Administration

The administrator, in addition to all of the usual and customary administrative responsibilities, will work closely with the Deputy

Director of Adult and Older Adult Services for BHRS, and the BHRS Contract Monitor who oversees this contract. This may include regular meetings to discuss the program, the building and the campus.

b. Staff Training Requirements

- 1) Provider included training plan
- 2) Minimum 20 hours of training per year
- 3) Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:
 - a) Confidentiality
 - b) HIPAA
 - c) Fraud, waste, and abuse
 - d) Critical incident management
 - e) Cultural humility, SOGI
 - f) Gender sensitivity
 - g) Spirituality
 - h) Interpreter training (if using interpreter services)
 - i) Trauma informed care (e.g., Neuro sequential Model of Therapeutics (NMT))
 - j) Co-occurring treatment

Trainings may be offered through the County's Learning Management System (LMS) located at:

https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

4. Medical Director / Psychiatrist

Contractor shall have a staff physician designated as the medical director who shall be responsible for standards, coordination, surveillance and planning for improvement of medical care in the mental health rehabilitation center. The Contractor shall also provide onsite psychiatric services. The medical director may fill both roles.

The psychiatrist will provide direct care for consumers and participate in the multidisciplinary team. Contractor is responsible for the completion of all necessary components for the consumers' annual

conservatorship re-evaluations and court testimony (by the psychiatrist).

Medication monitoring practices will include regular review of actual compliance, medication response, and documentation of the reasons for any changes. Medication management will include the ordering and administration of medications as needed and provided for by law. Contractor will ensure practices include accurate tracking of PRN medication orders and review of appropriateness of PRN medications utilized.

5. Ancillary Services (Third party vendors: meals, housekeeping/laundry, lab, phlebotomy)

BHRS will facilitate a process for campus contractors to determine if they are interested in using any of the same vendors for ancillary services to increase efficiency, to reduce cost and decrease traffic to the campus, and, if so, if joint purchasing arrangements would be mutually beneficial. BHRS shall have no formal contractual role in such agreements.

6. Communication / Collaboration Requirements:

Contractor shall provide monthly reports to the BHRS Deputy Director and/or BHRS Contract Monitor that will detail admissions and discharges. FUM designated staff shall collaborate with the Contractor Admission Coordinator in pre-discharge planning and shall share responsibility with the Contractor Clinical Director and Admissions Coordinator for coordinating appropriate community support resources.

The Clinical Director and/or the Admissions Coordinator shall be actively involved in BHRS meetings (e.g., Utilization Review, case conferences) as well as activities that involve community housing resources, treatment, and rehabilitation and recovery services. Contractor staff shall cooperate fully with FUM staff, including, but not limited to, participation in discharge planning meetings.

The Contractor Administrator shall meet monthly and on an as needed basis with the BHRS Contractor Monitor. The Administrator shall meet with the BHRS Deputy Director of Adult and Older Adult Services minimally on a quarterly basis, and more frequently as needed.

Contractor will provide any data reporting requirements that the State of California requires.

7. Evacuation Plan

See II.A. Disaster and Emergency Response Plans

I. Reporting

1. Reporting – Contractor will provide information to BHRS (MIS) on consumer registration/admissions/discharges (on the BHRS Contractor Reporting Form), and will provide a weekly consumer census. Contractor will also provide a weekly medication support and injection services report. See *Attachment L – Residential Weekly Census Report* and *Attachment M – CalAIM Medication Service Reporting Form*.
2. Contractor will have AVATAR look up function access in San Mateo County's electronic health record system for BHRS consumers receiving services in order to view information for coordination of care.

J. Primary Care Services (San Mateo Medical Center)

1. The San Mateo Medical Center (SMMC) will provide primary care services for MHRC consumers placed on the Cordilleras Health and Healing Center Campus. *The usual location for these services will be in the Primary Care Provider (PCP) office on the first floor of the campus Canyon Vista Center building.*
2. Comprehensive primary care services will include wellness screenings/healthcare maintenance and management of acute and chronic medical conditions. The SMMC PCP team will conduct admission, discharge, and yearly history and physicals (H&Ps) and provide corresponding documentation to the Contractor.
3. Contractor will schedule consumer PCP visits with the SMMC PCP team. Contractor will be responsible for escorting consumers to and from visits with the PCP.
4. The PCP will do all charting in the SMMC electronic health record. After each consumer PCP visit, a summary note will be completed by the PCP and sent back with the consumer to the MHRC, along with any referrals, recommended labs and diagnostics. Necessary labs and follow up appointments will be scheduled by the Contractor.
5. SMMC will be responsible for providing medical supplies and equipment and lab equipment for PCP services, and for the disposal of medical waste in the PCP office.

6. Credentialing/training for the PCPs will be managed and provided by the SMMC Medical Staff office.
7. Contractor will be responsible for infectious disease outbreak and infection control management.
8. The SMMC PCP team will provide primary care services during primary care clinic hours when a clinician is on-site. The Contractor will direct urgent medical concerns that arise outside of primary care clinic hours to the appropriate outside medical facility (urgent care clinic or emergency room).
9. SMMC is reimbursed for its PCP services through any applicable 3rd party insurance billing and collection activities, for which it is solely responsible for, in accordance with governmental and insurance billing regulations.

K. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, consumer files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree on the specific electronic format. Record destruction requirements under this section shall be subject to any statutory requirements Contractor must adhere to as described in section II.B.5. Record Retention of this Exhibit A.

Contractor shall deliver to County or its designee, at County's request, all County-owned property, including but not limited to property as identified in *Exhibit E: Inventory List of Property*. The County shall have the option to purchase Contractor owned property used for the provision of services at mutually agreed upon pricing.

L. Health Order Compliance

1. Contractor shall comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8- Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.
2. This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.
3. Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.
4. Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.
5. More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

Contractor shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement. The Emergency Plan will follow the template provided in *Attachment T: Sample Template for Disaster and Emergency Response Plan* as a guide when

developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

The Emergency Plan will include an evacuation and temporary shelter plan for any adverse events and/or natural disasters. Contractor shall collaborate with the County in developing and maintaining an Emergency Plan that is compatible with the County Relocation and Temporary Shelter Plan for the Cordilleras Health and Healing Campus.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, and 2) how the Contractor will maintain an audit disallowance rate of less than five percent (5%). BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician, when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the consumer's physician may not be used (for example, Tylenol).

4. Injection Services

Contractor shall provide BHRS Medi-Cal billing documentation for medical injection services as required to allow for Medi-Cal billing.

5. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Mental Health & AOD Documentation Manual (link in following in paragraph). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of

trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle Medi-Cal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

7. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

8. Consumer Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

9. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from

the Contractor. Contractor is required to be aware of and make available to BHRS Medi-Cal consumers all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

10. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

11. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor shall comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the consumers in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to consumers otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS consumers. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. Other Required Training

See section H.3.b. "Staff Training Requirements" on page 10.

13. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, Medi-Cal, Medicare, or Drug Medi-Cal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - 1) Major leadership or staffing changes.
 - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) Any changes in the types of services being provided at that location; medication support services when medications are administered or dispensed from the provider site.
 - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - 5) Change of ownership or location.
 - 6) Complaints regarding the provider.

14. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24hrs when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for consumers, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

15. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to consumers of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. *Attachment C – Agency/Group Credentialing Information* will be included in the contract packet. Contractor must complete *Attachment C* and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete *Attachment C – Agency/Group Credentialing Information* each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

16. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS consumers. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

17. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any consumer will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting is attached hereto and incorporated by reference herein as *Attachment E – Fingerprinting Certification*.

18. Staff Termination

Contractor shall inform BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

19. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor shall submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

20. Medi-Cal Enrollment

Contractor shall be enrolled in the Medi-Cal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of Medi-Cal enrollment. Contractor shall be Medi-Cal enrolled prior to admitting consumers to the program.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of consumers, families and the workforce. This plan will be submitted to the BHRS Analyst/BHRS Contract Monitor and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, consumer's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of consumer cultural demographic information, including race, ethnicity, primary language,

gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

- d. Staffing objectives that reflect the cultural and linguistic diversity of the consumers. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/BHRS Contract Monitor for consultation. If additional language resources are needed, please contact ODE.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/BHRS Contract Monitor and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

D. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of consumer's cash resources.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal 1: Provide a safe and supportive living environment for consumers with severe mental illness and co-occurring substance use issues, by ensuring programming is reflective of the consumers' cultural needs (i.e., linguistic, racial, ethnic, religious, and sexual orientation).

Objective 1: 100% of assessments and treatment plans will be individualized to address consumer's specific cultural needs.

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

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

Objective 1: At least 85% of consumers admitted to the MHRC will not be discharged to an acute psychiatric level of care within 15 days of admission.

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

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
CRESTWOOD MHRC
FY 2023-2026

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

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND AND FIFTY-ONE DOLLARS (\$10,145,051).

B. Payment for Services

1. Start-Up Costs

The maximum amount that County shall be obligated to pay for startup costs rendered under this agreement shall not exceed FOUR HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND FORTY-ONE DOLLARS (\$443,741).

For start-up costs incurred during the period of October 1, 2023, through December 31, 2023, Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses for the categories of start-up costs as described in Exhibit A, section I.G. ("Start Up Services") and are subject to approval by the BHRS Contract Monitor.

The period of start-up services will be extended to coincide with the actual date that construction is completed and the facility is available for occupancy and use by Contractor. Start-up services may continue

past the date of implementation of MHRC services with approval of the BHRS contract monitor.

2. MHRC Program Services

Contractor shall be paid a maximum amount of NINE MILLION SEVEN HUNDRED ONE THOUSAND THREE HUNDRED AND TEN DOLLARS (\$9,701,310) for MHRC services as described in Exhibit A Section I. of this agreement. Payments for FY 2024-2025 and FY 2025-2026 may be adjusted based upon projected costs and prior year actual costs. The payment structure may also be adjusted in order to comply with to the implementation of State Medi-Cal reform (CalAIM) and any related requirements pertaining to services provided through this Agreement.

Services days begin the first day consumer is physically placed into the facility. Service days end when the consumer is discharged from the facility.

a. FY 2023-2024

For the period of January 1, 2024, through June 30, 2024, Contractor shall be paid the monthly rate of THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED AND SEVENTY-SEVEN DOLLARS (\$323,377). In any case, payments for MHRC program services for this period shall not exceed ONE MILLION NINE HUNDRED FORTY THOUSAND TWO HUNDRED AND SIXTY-TWO DOLLARS (\$1,940,262).

If the facility availability is delayed resulting in a later start of MHRC program services, payment for the MHRC program services will be adjusted proportionally.

b. FY 2024-2025

For the period of July 1, 2024, through June 30, 2025, Contractor shall be paid the monthly rate of THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED AND SEVENTY-SEVEN DOLLARS (\$323,377). In any case, payments for MHRC program services for this period shall not exceed THREE MILLION EIGHT HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$3,880,524).

c. FY 2025-2026

For the period of July 1, 2025, through June 30, 2026, Contractor shall be paid the monthly rate of THREE HUNDRED TWENTY-

THREE THOUSAND THREE HUNDRED AND SEVENTY-SEVEN DOLLARS (\$323,377). In any case, payments for MHRC program services for this period shall not exceed THREE MILLION EIGHT HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$3,880,524).

3. Share of Cost and Supplemental Security Income

County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue.

C. Monthly Invoices and Payments

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize services for which claim is made, including the consumer name, and a summary of services and charges for the month of service. The invoice must include the days of MHRC services provided per consumer.

Completed Service Reporting Forms will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

2. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. County reserves the right to change the claims instructions, and/or require the Contractor to modify their description of services as the County deems necessary and/or as required by the State for Medi-Cal billing. Any such changes will be required within a reasonable timeframe from the date of notification of change.

Claims may be sent to BHRS-Contracts-Unit@smcgov.org OR to

County of San Mateo
Behavioral Health and Recovery Services
Contracts Unit
2000 Alameda de las Pulgas, Suite 280

San Mateo, CA 94403

- D. Contractor's FY 2023-24 annual budget is attached and incorporated into this Agreement as *Exhibit C*.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

- E. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- F. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- G. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid only for services provided prior to the termination date. Such payments shall be subject to the approval of the Chief of San Mateo County Health or designee.
- H. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- I. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- J. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- K. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

L. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with BHRS Contract Monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

Any amount of withholding of payment shall be based upon the established State daily rate for Adult Residential services. Withholding shall be made through a reduction in the monthly payment amount for subsequent services. If there are no payments for subsequent services, contractor shall submit a check in the amount for payment to the BHRS Contracts Unit.

M. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

N. Third-Party Billing Process

The County shall conduct serial billing of third-party payors for services provided through this Agreement.

O. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County

does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

P. Annual Financial Statements

1. Contractor shall submit to County a year-end actual financial statement no later than ninety (90) days after the end of the fiscal year. Financial statements shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for each Electronic Health Record system program 1) Start Up expenditures, 2) MHRC services, 3) room and board services, and 4) 1:1 services (as applicable) with detail of Salary and Benefits at practitioner level. Financial statements shall be in accordance with the standard health accounting principles and format. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted within six months of the close of the fiscal year. The detail financial statement total should agree to the audited statements provided.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the financial statement.

The annual financial statement and Single Audit Report, as applicable, shall be sent to the BHRS Deputy Director, Janet Gard, at jqard@smcgov.org.

2. If the annual financial statement provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, payment amounts for subsequent years may be adjusted to align with actual costs, at the discretion of the County. (OR) County and Contractor will agree to adjust payment amounts for subsequent years based upon projected costs.
3. The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled. Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.

Q. CalAIM Implementation

The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled.

Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.

R. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002, Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter

11, for the service or services provided, for the timeframe in which the services were provided.

- e. A consumer plan was developed and maintained for the beneficiary that met all consumer plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.B.5 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the consumer. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

EXHIBIT C - BUDGET
CRESTWOOD MHRC START-UP

Start-Up Proposed Mental Health Rehabilitation Services Budget									
		Organization Name: Crestwood Behavioral Health							
Staff Costs		Start-Up							
	Direct Service Staff	Salary per FTE	Number of FTEs	Budgeted Salary	Budgeted Contracts	Hiring Bonuses or other Incentives	Total Budget	Total FY 2023-24	
	Psychiatrist/ Contracted Psychiatrist	\$36,000	1.00	\$36,000			\$36,000	\$36,000	
	Physicians Assistant			\$0			\$0	\$0	
	Nurse Practitioner	\$32,500	1.00	\$32,500			\$32,500	\$32,500	
	RN			\$0			\$0	\$0	
	Certified Nurse Specialist			\$0			\$0	\$0	
	LVN			\$0			\$0	\$0	
	Pharmacist			\$0			\$0	\$0	
	Licensed Psychiatric Technician			\$0			\$0	\$0	
	Psychologist/Pre-licensed Psychologist			\$0			\$0	\$0	
	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			\$0			\$0	\$0	
	Occupational Therapist			\$0			\$0	\$0	
	Mental Health Rehab Specialist			\$0			\$0	\$0	
	Peer Recovery Specialist			\$0			\$0	\$0	
	Other Qualified Providers - Other Designated MH Staff that Bill Medical			\$0			\$0	\$0	
	Total Direct Service Staff		2.00	\$68,500	\$0	\$0	\$68,500	\$68,500	
	Benefits (insert %)	42.5%					\$29,113	\$29,112.5	
	Total Direct Service Staff Compensation						\$97,613	\$97,613	
	Leadership and Support Staff								
	Executive Level staff (Executive Director/Deputy Director)	\$39,000	1.00	\$39,000			\$39,000	\$39,000	
	Managers and Supervisors			\$0			\$0	\$0	
	Administrative and Clerical Staff			\$0			\$0	\$0	
	Medical Assistants			\$0			\$0	\$0	
	Total Leadership and Support Staff		1.00	\$39,000	\$0	\$0	\$39,000	\$39,000	
	Benefits (insert %)	42.5%					\$16,575	\$16,575.0	
	Total Leadership and Support Staff Compensation						\$55,575	\$55,575	
	Total Compensation						\$153,188	\$153,188	
	Operating Costs								
	Supplies/ Small Equipment							\$0	
	Utilities							\$0	
	Communications						\$5,000	\$5,000	
	Membership Dues							\$0	
	Transportation & Travel							\$0	
	Professional Services							\$0	
	Electronic Health Record-Implementation							\$0	
	Electronic Health Record-On-Going							\$0	
	Rent-Equipment							\$0	
	Rent-Land/Buildings							\$0	
	Maintenance-Equipment							\$0	
	Maintenance-Structures							\$0	
	Equipment						\$160,553	\$160,553	
	Training						\$100,000	\$100,000	
	Insurance							\$0	
	Other: FFE						\$25,000	\$25,000	
								\$0	
								\$0	
	Total Operating Budget						\$290,553	\$290,553	
	Administrative/Overhead (Exclude staff identified as Leadership and Support above)							\$0	
	Total Organization Budget						\$443,741	\$443,741	

EXHIBIT C - BUDGET
CRESTWOOD MHRC 2023-26

FY2023-24 Proposed Mental Health Rehabilitation Services Budget									
		Organization Name:		Crestwood Behavioral Health Inc					
		FY22-23 Outpatient Direct Service Contract Amount:							
Staff Costs		Room and Board Costs only							
Direct Service Staff		Salary per FTE	Number of FTEs	Budgeted Salary	Budgeted Contracts	Hiring Bonuses or other Incentives	Total Budget	Salary per FTE	
	Psychiatrist/ Contracted Psychiatrist (Program Director)			\$0			\$0		\$144,000
	Physicians Assistant			\$0			\$0		
	Nurse Practitioner (Director of Nursing)			\$0			\$0		\$130,000
	RN			\$0			\$0		\$124,536
	Certified Nurse Specialist			\$0			\$0		\$51,949
	LVN			\$0			\$0		\$83,943
	Pharmacist			\$0			\$0		
	Licensed Psychiatric Technician			\$0			\$0		
	Psychologist/Pre-licensed Psychologist (Family Partner)			\$0			\$0		
	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			\$0			\$0		\$51,948
	Occupational Therapist (Rec Therapist)			\$0			\$0		\$83,118
	Mental Health Rehab Specialist			\$0			\$0		\$45,715
	Peer Recovery Specialist	\$51,948	3.00	\$155,845			\$155,845		\$51,948
	Other Qualified Providers - Other Designated MH Staff that Bill Medical (Social Worker)			\$0			\$0		\$58,162
	Total Direct Service Staff		3.00	\$155,845	\$0	\$0	\$155,845		
	Benefits (insert %)	42.5%					\$66,234	42.5%	
	Total Direct Service Staff Compensation						\$222,079		
	Leadership and Support Staff								
	Executive Level staff (Executive Director/Deputy Director) Administrator	\$156,000	0.50	\$78,000			\$78,000		\$156,000
	Managers and Supervisors (Business Office Man)	\$59,675	0.50	\$29,838			\$29,838		\$59,675
	Administrative and Clerical Staff	\$41,559	1.50	\$62,338			\$62,338		\$50,400
	Medical Assistants (Medical Records)			\$0			\$0		\$50,400
	Total Leadership and Support Staff		2.50	\$170,176	\$0	\$0	\$170,176		
	Benefits (insert %)	42.5%					\$72,325	42.5%	
	Total Leadership and Support Staff Compensation						\$242,501		
	Total Compensation						\$464,580		
	Operating Costs								
	Supplies/ Small Equipment						\$40,398		

EXHIBIT C - BUDGET
CRESTWOOD MHRC 2023-26

	Utilities								\$44,195	
	Communications								\$12,810	
	Membership Dues									
	Transportation & Travel								\$13,641	
	Professional Services								\$3,528	
	Electronic Health Record-Implementation									
	Electronic Health Record-On-Going									
	Rent-Equipment								\$3,733	
	Rent-Land/Buildings								\$28,815	
	Maintenance-Equipment									
	Maintenance-Structures								\$23,003	
	Equipment								\$53,224	
	Training								\$2,834	
	Insurance								\$29,386	
	Other: Management Fee								\$105,489	
	Food								\$65,399	
	Interest/Depreciation/Amortization								\$23,617	
	Total Operating Budget								\$450,071	
	Administrative/Overhead (Exclude staff identified as Leadership and Support above)									
	Total Organization Budget								\$914,651	
	Anticipated SSI Revenue									
	Total Organization Budget - Net of SSI								\$914,651	

EXHIBIT C - BUDGET
CRESTWOOD MHRC 2023-26

Treatment Costs only					Total						
Number of FTEs	Budgeted Salary	Budgeted Contracts	Hiring Bonuses or other Incentives	Total Budget		Salary per FTE	Number of FTEs	Budgeted Salary	Budgeted Contracts	Hiring Bonuses or other Incentives	Total Budget
1.00	\$144,000			\$144,000		\$144,000	1.00	\$144,000	\$0	\$0	\$144,000
	\$0			\$0		\$0	-	\$0	\$0	\$0	\$0
1.00	\$130,000			\$130,000		\$130,000	1.00	\$130,000	\$0	\$0	\$130,000
0.25	\$31,134			\$31,134		\$124,536	0.25	\$31,134	\$0	\$0	\$31,134
4.00	\$207,794			\$207,794		\$51,949	4.00	\$207,794	\$0	\$0	\$207,794
4.00	\$335,771			\$335,771		\$83,943	4.00	\$335,771	\$0	\$0	\$335,771
	\$0			\$0		\$0	-	\$0	\$0	\$0	\$0
	\$0			\$0		\$0	-	\$0	\$0	\$0	\$0
	\$0			\$0		\$0	-	\$0	\$0	\$0	\$0
0.50	\$25,974			\$25,974		\$51,948	0.50	\$25,974	\$0	\$0	\$25,974
2.00	\$166,235			\$166,235		\$83,118	2.00	\$166,235	\$0	\$0	\$166,235
2.00	\$91,429			\$91,429		\$45,715	2.00	\$91,429	\$0	\$0	\$91,429
3.00	\$155,845			\$155,845		\$51,948	6.00	\$311,690	\$0	\$0	\$311,690
1.00	\$58,162			\$58,162		\$58,162	1.00	\$58,162	\$0	\$0	\$58,162
18.75	\$1,346,344	\$0	\$0	\$1,346,344			21.75	\$1,502,189	\$0	\$0	\$1,502,189
				\$572,196	42.5%						\$638,430
				\$1,918,540	\$2,140,619						\$2,140,619
0.50	\$78,000			\$78,000		\$156,000	1.00	\$156,000	\$0	\$0	\$156,000
0.50	\$29,838			\$29,838		\$59,675	1.00	\$59,675	\$0	\$0	\$59,675
1.00	\$50,400			\$50,400		\$45,096	2.50	\$112,739	\$0	\$0	\$112,739
1.00	\$50,400			\$50,400		\$50,400	1.00	\$50,400	\$0	\$0	\$50,400
3.00	\$208,638	\$0	\$0	\$208,638			5.50	\$378,814	\$0	\$0	\$378,814
				\$88,671	42.5%						\$160,996
				\$297,309							\$539,810
				\$2,215,849	\$2,680,429						\$2,680,429
				\$23,215							\$63,613

EXHIBIT C - BUDGET
 CRESTWOOD MHRC 2023-26

											\$44,195
				\$12,810							\$25,619
				\$28,210							\$28,210
											\$13,641
				\$408,000							\$411,528
											\$0
											\$0
											\$3,733
				\$28,815							\$57,630
											\$0
											\$23,003
											\$53,224
				\$2,834							\$5,667
											\$29,386
				\$246,141							\$351,630
											\$65,399
											\$23,617
				\$750,024							\$1,200,095
											\$0
				\$2,965,873							\$3,880,524
				\$2,965,873							\$3,880,524

**EXHIBIT D
OF THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CRESTWOOD BEHAVIORAL HEALTH, INC**

LICENSE FOR USE OF REAL PROPERTY

BETWEEN

COUNTY OF SAN MATEO

AND

CRESTWOOD BEHAVIORAL HEALTH, INC

GRANTING A REVOCABLE LICENSE FOR THE USE OF

**280 EDMONDS RD, BUILDING B
REDWOOD CITY, CA 94062**

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EXHIBIT D

**REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY
BY AND BETWEEN THE COUNTY OF SAN MATEO AND
CRESTWOOD BEHAVIORAL HEALTH, INC**

THIS REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY (this "License"), dated for reference purposes only as of October 1, 2023, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Licensor"), and CRESTWOOD BEHAVIORAL HEALTH, INC, a Delaware public benefit corporation authorized to do business in California ("Licensee" or "Contractor").

RECITALS

This License is made with reference to the following facts:

- a. County and Contractor are parties to that certain agreement for professional services to which this License is attached as Exhibit D, and which is titled *Agreement Between the County of San Mateo and Crestwood Behavioral Health, Inc.* and dated for reference purposes only as of October 1, 2023, (the "Agreement"). This License is incorporated as part of the Agreement and sets forth the rights and obligations of the parties in relation to the use of certain real property, which use is necessary for the performance of the Agreement;
- b. Licensee's use and occupancy of the Premises as set forth in Section 5, hereof, shall be on the terms and conditions set forth herein.

AGREEMENT

Therefore, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the County grants to Licensee and Licensee accepts from the County the revocable rights set forth in this License.

1. Basic License Information

The following is a summary of basic license information (the "Basic License Information"). Each item below shall be deemed to incorporate all of the terms in this License pertaining to such item. In the event of any conflict between the information in this Section 1 and any more specific provision of this License, the more specific provision shall control.

License Reference Date:	October 1, 2023
Licensor:	COUNTY OF SAN MATEO
Licensee: Building (Section 2.1):	CRESTWOOD BEHAVIORAL HEALTH, INC That certain mental health rehabilitation center facility located at 280 Edmonds Rd, Building B, Redwood City, California, and located on the Cordilleras Health and Healing Campus
Premises (Section 2.1):	All of that certain portion of San Mateo Assessor's Parcel 050-470-050 as more particularly described in the attached Exhibit 1, together with the improvements thereon (the "Premises").
Term (Section 3.1):	Commencement date: December 1, 2023.

The commencement date is reliant on certificate of occupancy and state licensing approval and is subject to change.

Expiration date: Upon termination of the Agreement or as otherwise set forth herein.

Base Fee (Section 4.1): Consideration for the use of the Premises under this License is included in the terms of the Agreement. Additional Charges and other amounts due from Licensee shall be referred to herein as Fee.

Use (Section 5.1): Licensee shall use the Premises solely for the purpose of providing professional services as set forth in the Agreement, and for no other purpose without the prior expressed written consent of Licensor.

Licensee Improvements: (Section 7.1) None

Utilities and Services (Section 10.1): Provided by the Licensee at its sole cost and expense.

Security Licensee shall be solely responsible for the security of the Premises. No measure shall be established which in any way interferes with County's security at its surrounding facilities.

Notice Address of County (Section 27.1): Fax No.: (650) 363-4832

County of San Mateo
Real Property Services
555 County Center, 4th Floor
Redwood City, California 94063

Telephone No.: (650) 599-1388

Notice Address for Licensee (Section 26.1): Elena Mashkevich, Executive Director of County Contracts
Crestwood Behavioral Health, Inc
520 Capitol Mall, Suite 800
Sacramento, CA 95814-4716
209-429-7582

Key Contact for Licensee: If any

Telephone No.: 209-429-7529

Email Address: Elena.Mashkevich@cbhi.net

Brokers (Section 26.8): None

2. PREMISES; AS IS CONDITION

2.1. License Premises. County confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Premises identified in the Basic License Information and shown on Exhibit 1 attached, for the limited purposes provided in Section 5 below and subject to the terms, conditions and restrictions set forth herein. This License gives Licensee a license only, revocable at any time at the will of County, and notwithstanding anything to the contrary herein, this License does not constitute a grant by County to Contractor of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises, or any portion thereof. The Premises, including the land upon which the Building is located and all other improvements on and appurtenances to such land are referred to collectively as the "Property."

2.2. As Is Condition. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LICENSED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. LICENSEE REPRESENTS AND WARRANTS TO COUNTY THAT LICENSEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF LICENSEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE. LICENSEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR LICENSEE'S BUSINESS AND INTENDED USE.

3. TERM

3.1 License Term. The privilege granted to Licensee pursuant to this License is temporary only and for a term (the "Term") that shall commence on the Commencement Date, December 1, 2023. This date may change due to construction and/or state licensing issues, and shall expire upon termination of the Agreement unless earlier terminated under this License. Without limiting any of its rights hereunder, County may at its sole option freely revoke this License at any time, without cause and without any obligation to pay any consideration to Licensee. County shall deliver the Premises to Licensee on the Commencement Date in its then existing "as-is" condition as further provided above, with no alterations being made by County.

3.2 Confirmation of Commencement Date. The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

4. FEE

4.1 Fee. This License is granted in consideration of the professional services required to be provided by Licensee under the terms of the Agreement. Throughout the Term, beginning on the Commencement Date, Licensee shall pay all financial obligations set forth in this License ("Additional Charges") as such obligations become due. As used in this License, the term "Fee" shall include the Additional Charges and any other amounts Licensee is obligated to pay hereunder, whether or not any such amounts are specifically characterized as a fee.

4.2 Default Interest. Any Fee due to Licensor, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under the law. However, interest shall not be payable on late charges incurred by Licensee nor on any amounts on which late charges are paid by Licensee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Licensee.

5. USE

5.1 Permitted Use. Licensee shall use and continuously occupy the Premises during the Term solely for the purposes set forth in the Agreement as necessary to meet its obligations under the Agreement and for no other purpose.

5.2 No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Licensee shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Licensee shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Licensee shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property.

6. NOT USED

7. ALTERATIONS

7.1 Licensee's Alterations. Licensee shall not make or permit any alterations to the Premises, Building, Architecture, Structure, or to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications systems in the Building or on the Premises ("Building Systems"), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, without County's prior written consent in each and every instance. All Alterations shall be done in accordance with plans and specifications approved by County, only by duly licensed and bonded contractors or mechanics approved by County, and subject to any conditions that County may reasonably impose. Prior to commencing any County approved alterations to the Building or Premises, Licensee shall obtain any and all approvals and permits from all governmental and regulatory agencies having jurisdiction over the Premises.

7.2 Title to Improvements. Except for Licensee's Personal Property (as described in the next section), or as may be specifically provided for by County in writing to the contrary in approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises as of the Commencement Date or during the Term, including, without limitation, any Alterations shall, at County's sole discretion, remain County's property or be removed at the termination of this License. Licensee may not remove any such property at any time during or after the Term unless County so requests as further provided in Section 23 [Surrender of Premises], below.

7.3 Licensee's Personal Property. All furniture, trade fixtures, office equipment and articles of movable personal property installed in the Premises by or for the Licensee, at Licensee's sole cost and effort, and that can be removed without structural or other damage to the Premises (collectively, "Licensee's Personal Property") shall be and remain Licensee's property. Licensee may remove its Personal Property at any time during the Term, subject to the provisions of Section 23 [Surrender of Premises], below. Licensee shall pay any taxes or other impositions levied or assessed upon Licensee's Personal Property, at least ten (10) days prior to delinquency, and shall deliver satisfactory evidence of such payment to County upon request.

7.4 County's Personal Property. Licensee may use County's personal property itemized in Exhibit E to the Agreement in connection with providing services required by the Agreement. Licensee shall be responsible for the maintenance, repair, and replacement of said personal property. Upon termination or expiration of this License, Licensee shall return to County said personal property in good condition, reasonable wear and tear excepted. Any County personal property that is damaged beyond reasonable wear and tear shall be repaired or replaced in accordance with Section 8.2 herein.

7.5 County's Alterations of the Building and Building Systems. County reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not permanently materially adversely affect the functional utilization of the Premises for the Permitted Use set forth in Section 5 herein.

8. REPAIRS AND MAINTENANCE

8.1 County's Repairs. Except for damage arising from the willful or negligent act of Licensee, or any of Licensee's Agents or Invitees, County shall, at its cost and effort, repair and maintain the structural portions of the Premises, including the Building Systems and the common areas; provided, however, Licensee shall reimburse County for any damage, excluding normal wear and tear, caused by any act or omission of Licensee, its Agents or Invitees. For the purpose of making any such repairs, County may stage structures and supplies in the Premises where reasonably required by the character of the work to be performed, provided that such work shall not block the main entrance to the parking lot or Building nor unreasonably interfere with Licensee's business. Licensee waives any claim for damages for any injury or inconvenience to or interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned thereby. County will maintain the Building in a manner that will reasonably minimize breakdowns and loss of use of the Premises by Licensee as a result of deferred or inadequate maintenance. The County specifically agrees, during the Term of this License, to provide the following repairs, maintenance and services:

- (a) Landscaping, cathodic protection system, water tanks, pump house;
- (b) carpentry, plumbing, and electrical services;
- (c) maintenance of boilers, radiators, sump pumps, domestic water tanks, hot water tanks, heating and cooling, access control, cctv, locks, and all related building systems and equipment;
- (d) maintenance of parking lot and exterior grounds;
- (e) maintenance of storm drains, culverts, creek inlets, defensible space, and sanitary sewers;
- (f) maintenance of fire and smoke detection systems;
- (g) maintenance of window frames and walls (excluding glass and doors), roof, gutters and downspouts;
- (h) painting of interior and exterior portions of the Premises, as such is determined, in the sole discretion of the County, to be necessary, provided that touch-ups and phasing of such work shall be at the sole election of the County.
- (i) Licensee shall report in writing in a timely manner to the Director of Behavioral Health & Recovery Services, with a copy to the Director of Public Works, any need for repair and maintenance services called for herein, and failure to do so will relieve the County of any liability for failure to make such repairs or provide such maintenance services. If repairs are needed, Contractor shall notify the contract monitor. Contract monitor reviews and submits request to the Director of Public Works. Decisions regarding the scheduling of maintenance, repair and replacement as set forth herein shall otherwise be at the sole discretion of the Director of Public Works.
- (j) maintenance of photovoltaic solar cell panels
- (k) Maintenance of Elevators and necessary permit
- (l) Maintenance of Emergency Generator and necessary permit
- (m) Reference the attached MHRC responsibility matrix for items covered under new construction project warranty and post warranty responsibility.

8.2 Licensee's Repairs. Except as provided hereinabove, Licensee shall, at its sole cost and effort, maintain the Premises in good repair and working order and in a clean, secure, safe and sanitary condition. Licensee shall maintain, without limitation, all of County's personal property, signs, plate glass, windows, floors, built-in furniture, fixtures, equipment and furnishings as part of the Premises, and shall at

all times maintain Licensee's personal property in the Premises in good condition and repair. Licensee shall promptly make all required repairs and replacements: (a) at its sole expense, (b) through the County per the terms of the Agreement or by licensed contractors or qualified mechanics approved by County, (c) so that the repaired item(s) shall be at least equal in quality, value and utility to the original work or installation, (d) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Premises or the Building Systems, and (e) in accordance with all applicable laws, rules and regulations. Licensee hereby waives all rights to make repairs at County's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

9. LIENS AND ENCUMBRANCES

9.1 Liens. Licensee shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee. In the event Licensee does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, County shall have, in addition to all other remedies, the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by County and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to County by Licensee upon demand. County shall have the right to post on the Premises any notices that County may deem proper for the protection of County, the Premises, and the Building, from mechanics' and materialmen's liens. Licensee shall give to County at least fifteen (15) days' prior written notice of commencement of any repair or construction on the Premises.

9.2 Encumbrances. Licensee shall not create, permit or suffer any liens or encumbrances affecting any portion of the Premises, the Property or County's interest therein or under this License.

10. UTILITIES AND SERVICES

10.1 Utilities and Services. Licensee shall, at its sole cost, make arrangements for service and provide all utilities and services to the Premises including, without limitation, electricity, water, sewer, telephone service, janitorial service, pest control, trash collection, and all connection charges. If the County allows the use of any part of the Building by an occupant other than Licensee, County and Licensee shall agree on an equitable reimbursement to Licensee of the cost of such Utilities and Services. Such reimbursement shall be computed based on the ratio of the floor area of the Building occupied by others as compared to the total floor area of the Building.

10.2 Department of Public Works (DPW). DPW will bill Licensee for utility services based on occupied square foot space and/or monitoring of utility meters, as available (electricity, water, and sewer) or other mutually agreed upon equitable cost sharing arrangements.

10.3 Mandatory or Voluntary Restrictions. In the event any law, ordinance, code or governmental or regulatory guideline imposes mandatory or voluntary controls on County or the Premises or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions, or the provision of any other utility or service provided with respect to this License, or in the event County is required or elects to make alterations to any part of the Premises in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages, relieve Licensee of the obligation to pay the Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee.

10.4 Floor Load. Without County's prior written consent, which County may give or refuse in its sole discretion, Licensee shall not place or install in the Premises any equipment that weighs in excess of the normal load-bearing capacity of the floors of the Building. If County consents to the placement or installation of any such machine or equipment in the Premises, County shall reinforce the floor of the Premises, at Licensee's expense, prior to the installation of such machine or equipment.

11. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

11.1 Compliance with Laws. Licensee shall promptly comply, at its sole expense, with all present or future laws, orders, regulations and requirements of all governmental authorities relating to the Premises or the use or occupancy thereof, whether in effect at the time of the execution of this License or adopted at any time thereafter and whether or not within the present contemplation of the parties. Licensee further understands and agrees that it is Licensee's obligation, at its sole cost and effort, to cause the Premises and Licensee's uses thereof to be conducted in compliance with the Americans With Disabilities Act (ADA) provided however, that County shall deliver the Premises in condition in compliance with the ADA. Licensee is also aware that the County of San Mateo Ordinance Code, Chapter 4.96, prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Licensee agrees to enforce the provisions of said ordinance on the Premises.

11.2 Regulatory Approvals.

(a) Responsible Party. Licensee understands and agrees that Licensee's use, alteration, improvement, or repair of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Licensee shall be solely responsible for obtaining any and all such regulatory approvals. Licensee shall not seek any regulatory approval without first obtaining the written consent of County. Licensee shall bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Licensee's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Licensee, and County shall have no liability, monetary or otherwise, for any such fines or penalties. Licensee shall Indemnify County and the other Indemnified Parties hereunder against all Losses arising in connection with Licensee's failure to obtain or comply with the terms and conditions of any regulatory approval.

(b) County Acting as Owner of Real Property. Licensee further understands and agrees that County is entering into this License in its capacity as a property owner, and not as a regulatory agency. Nothing in this License shall limit in any way Licensee's obligation to obtain any required approvals from County departments, boards or commissions having jurisdiction over the Premises. By entering into this License, County is in no way modifying or limiting Licensee's obligation to cause the Premises to be used and occupied in accordance with all applicable laws, as provided further above.

11.3 Compliance with County's Risk Management Requirements. Licensee shall not do anything, or permit anything to be done, in or about the Premises which would be prohibited by or increase the rates under a standard form fire insurance policy or subject County to potential premises liability. Licensee shall faithfully observe, at its expense, any and all requirements of County's Risk Manager with respect to Licensee's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with Licensee's use of the Premises.

11.4 Security. Licensee shall be solely responsible for the security of the Premises.

12. SUBORDINATION

This License is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying leases or licenses and the lien of any mortgage or deed of trust, that may now exist or hereafter be executed affecting the Property, or any part thereof, or County's interest therein. Notwithstanding the foregoing, County or the holder shall have the right to subordinate any such interests to this License. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Licensee shall attorn to the successor-in-interest to County, at the option of such successor-in-interest. The provisions of this Article shall be self-operative and no further instrument shall be required. Licensee

agrees, however, to execute and deliver, upon demand by County and in the form requested by County, any additional documents evidencing the priority or subordination of this License.

13. INABILITY TO PERFORM

If County is unable to perform or is delayed in performing any of County's obligations under this License, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond County's reasonable control, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of fee or relieve Licensee from any of its obligations under this License, or impose any liability upon County or its Agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Licensee's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

14. DAMAGE AND DESTRUCTION

14.1 Damage and Destruction. If the Premises or the Building is damaged by fire or other casualty County shall have no obligation to repair the Premises or Building. County shall use reasonable efforts to promptly notify Licensee whether or not such damage can be repaired. In no event shall County be required to repair or compensate Licensee for any damage to Licensee's Personal Property or any interior or exterior finishes or fixtures such as paneling, decorations, railings, floor coverings, or any Licensee Alterations installed or made on the Premises by or at the expense of Licensee.

14.2 Licensee Waiver. County and Licensee intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, County and Licensee each hereby waives the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect.

15. ASSIGNMENT

Restriction on Assignment. Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer (collectively, "Assignment") any part of its interest in or rights granted pursuant to this License, or permit any portion of the Premises to be occupied by anyone other than itself, or license any portion of the Premises, without County's prior written consent in each instance, which consent shall be granted or denied at the sole discretion of the County.

16. DEFAULT; REMEDIES

16.1 Events of Default. Any of the following shall constitute an event of default by Licensee hereunder:

(a) a failure to pay any Fee when due, and such failure continues for three (3) days after the date of written notice by County.

(b) a failure to comply with any other covenant, condition or representation made under this License and such failure continues for fifteen (15) days after the date of written notice by County, provided that if such default is not capable of cure within such 15-day period, Licensee shall have a reasonable period to complete such cure if Licensee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from County. County shall not be required to provide such notice more than twice in any twelve (12) month period and after the second notice in any calendar year, any subsequent failure by Licensee during such 12-month period shall constitute an event of default hereunder;

(c) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

(d) an appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

16.2 Remedies. Upon the occurrence of an event of default by Licensee, County shall have the right to terminate the License in addition to all other rights and remedies available to County at law or in equity:

16.3 County's Right to Cure Licensee's Defaults. If Licensee defaults in the performance of any of its obligations under this License, then County may, at its sole option, remedy such default for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of County's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by County). Such action by County shall not be construed as a waiver of such default or any rights or remedies of County, and nothing herein shall imply any duty of County to do any act that Licensee is obligated to perform. Licensee shall pay to County upon demand, as additional fee, all costs, damages, expenses or liabilities incurred by County, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

17. WAIVER OF CLAIMS; INDEMNIFICATION

17.1 Limitation on County's Liability; Waiver of Claims. County shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases County and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; (ii) theft; (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination; (iv) stopped, leaking or defective Building Systems; (v) Building defects; and (vi) any other acts, omissions or causes. Nothing herein shall relieve County from liability caused by the negligence or willful misconduct of County or its Agents, but County shall not be liable under any circumstances for any consequential, incidental or punitive damages.

17.2 Licensee's Indemnity. Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") County including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Behavioral Health and Recovery Services and Real Property Services Division and all of its respective Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Licensee, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Building or the Premises; (b) any default by Licensee in the observation or performance of any of the terms, covenants or conditions of this License to be observed or performed on Licensee's part, including without limitation the terms, covenants or conditions of the Agreement; (c) the use or occupancy or manner of use or occupancy of the Premises and Building by Licensee, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Licensee on the Premises whether before or during the Term of this License; or (f) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the Premises or the Building; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to

the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this License and further except only such Claims as are caused by the willful misconduct or negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and County's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by County and continues at all times thereafter. Licensee's obligations under this Section shall survive the termination of the License.

18. INSURANCE

18.1 Licensee's Insurance. Licensee, at its sole cost, shall procure and keep in effect at all times during the Term insurance for the Premises in the form and amounts and under the terms and conditions specified in the Agreement and in compliance with County Risk Management guidelines.

18.2 Licensee's Personal Property. Licensee shall be responsible, at its expense, for separately insuring Licensee's Personal Property.

18.3 County's Self Insurance. Licensee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Building, the Premises or otherwise.

18.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, County and Licensee each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Building or the contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by Licensee does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Licensee shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against County or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

19. ACCESS BY COUNTY

County reserves for itself and any of its designated Agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Licensee reasonable advance written or oral notice, to show the Premises to prospective Licensees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Licensee's use of the Premises, to repair, alter or improve any part of the Building, Building Systems or the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever County believes that emergency access is required. County shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Premises, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Licensee from the Premises or any portion thereof. Licensee shall not alter any lock or install any new or additional locking devices without the prior written consent of County. All locks installed in the Premises (excluding Licensee's vaults, safes or special security areas, if any, designated by Licensee in writing to County) shall be by keyed to the Building master key system, and County shall at all times have a key with which to unlock all such doors.

Licensee acknowledges and agrees that at the time of occupancy, and for some time thereafter, County may be engaged in substantial construction activities on and around the Premises related to the

existing building abatement, demolition, and final site work, landscaping, hard scaping and photovoltaic installation on the roofs and car canopies. This will require construction teams to access roofs and electrical rooms in order to install and activate solar panels on site. Licensee acknowledges it will not have full parking capacity until this final site work is completed and will be required to park remotely until said time. Licensee will also be required to respond to County construction team directions if there are issues that arise from Licensee operations at the site during construction.

20. LICENSEE'S CERTIFICATES

Licensee, at any time and from time to time upon not less than ten (10) days' prior notice from County, shall execute and deliver to County or to any party designated by County a certificate stating: (a) that Licensee has accepted the Premises, (b) the Commencement Date and Expiration Date of this License, (c) that this License is unmodified and in full force and effect (or, if there have been modifications, that the License is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of Licensee's obligations hereunder (and if so, specifying the same), (e) whether or not there are any defaults then existing under this License (and if so specifying the same), (f) the dates, if any, to which the Base Fee and Additional Charges have been paid, and (g) any other information that may be required.

21. NOT USED

22. NOT USED

23. SURRENDER OF PREMISES

Upon the Expiration Date or termination of this License as permitted herein, Licensee shall immediately and peaceably quit and surrender to County the Premises together with all Alterations approved by County in good order and condition, except for normal wear and tear and after Licensee having made the last necessary repair required on its part under this License, and further except for any portion of the Premises condemned and any damage and destruction for which Licensee is not responsible hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than liens and encumbrances existing as of the Commencement Date and any other encumbrances created by County. Immediately before the Expiration Date or termination of this License, Licensee shall remove all of Licensee's Personal Property as provided in this License, and repair any damage resulting from the removal. Notwithstanding anything to the contrary in this License, County can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License, to require Licensee to remove, at Licensee's sole expense, all or part of the Alterations or other improvements or equipment constructed or installed by or at the expense of Licensee. Licensee shall promptly remove such items and shall repair, at its sole cost and effort, any damage to the Premises or the Building resulting from such removal. Licensee's obligations under this Section shall survive the Expiration Date or termination of this License. Any items of Licensee's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this License may, at County's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

24. HAZARDOUS MATERIALS

24.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws," "Hazardous Material," and "Investigate and Remediate" shall have the meanings provided in Section 11.1 of the Contractor Services Agreement.

(b) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under or about any other part of the Property or into the environment.

24.2 No Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises, with the sole exception that Licensee may keep and use such substances on the Premises in such reasonably limited amounts as are customary for the use authorized in Section 5 hereof so long as such use is in compliance with all applicable Environmental Laws at all times and all such hazardous materials are completely removed upon termination or conclusion of this License. Licensee shall give immediate written notice to County of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management district or any local governmental entity) against Licensee with respect to the presence or release or suspected presence or release of hazardous material on the Premises or the migration thereof from or to other property; (b) all demands or claims made or threatened by any third party against Licensee relating to any loss or injury resulting from any hazardous materials on the Premises; (c) any release of hazardous material on or about the Premises has occurred that may require any investigation or remediation; and (d) all matters of which Licensee is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code.

24.3 Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Article, or, if any act or omission of Licensee, its Agents or Invitees, results in any Release of Hazardous Material in, on, under or about the Premises or any other part of the Property, then, without limiting Licensee's Indemnity contained in Section 18.2, Licensee shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this License and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties imposed by regulatory agencies, and any natural resource damages. Without limiting the foregoing, if Licensee or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or any other part of the Property or adjacent County-Owned Property, Licensee shall immediately and at no expense to County take any and all appropriate actions to return the Premises or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Licensee shall afford County a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

25. GENERAL PROVISIONS

25.1 Notices. Any notice given under this License shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Licensee (i) at Licensee's address set forth in the Basic License Information, if sent prior to Licensee's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Licensee's taking possession of the Premises, or (iii) at any place where Licensee or any Agent of Licensee may be found if sent subsequent to Licensee's vacating, abandoning or surrendering the Premises; or (b) County at County's address set forth in the Basic License Information; or (c) to such other address as either County or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice

hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telephone number set forth in the Basic License Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

25.2 No Implied Waiver. No failure by County to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Fee or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of County, shall constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this License. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder shall not relieve Licensee of any obligation to secure the consent of County in any other or future instance under the terms of this License.

25.3 Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon County's request, Licensee shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

25.4 Parties and Their Agents; Approvals. The words "County" and "Licensee" as used herein shall include the plural as well as the singular. If there is more than one Licensee, the obligations and liabilities under this License imposed on Licensee shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party, and the term "Invitees" when used with respect to Licensee shall include the clients, customers, invitees, guests, licensees, assignees or sublicensees of Licensee. All approvals, consents or other determinations permitted or required by County hereunder shall be made by or through County's Manager of Real Property Services unless otherwise provided in this License, subject to applicable law.

25.5 Interpretation of License. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this License. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

25.6 Successors and Assigns. Subject to the provisions of this License relating to Assignment, the terms, covenants and conditions contained in this License shall bind and inure to the benefit of County and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns, if any; provided, however, that upon any sale, assignment or transfer by County named herein (or by any subsequent Licensor) of its interest in the Building as owner or lessee, including any transfer by operation of law, County (or any subsequent Licensor) shall be relieved from all

subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

25.7 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License contemplated herein except as identified in the Basic License Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this License.

25.8 Severability. If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

25.9 Governing Law and Venue. This License shall be construed and enforced in accordance with the laws of the State of California. The venue for any court action to interpret or enforce this License or to litigate any claim arising out of this License shall be had in the California State Superior Court of the County of San Mateo.

25.10 Entire Agreement. The Agreement together with this instrument, including the exhibits hereto, which are made a part of this License, contain the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Licensee hereby acknowledges that neither County nor County's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.

25.11 Time of Essence. Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

25.12 Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

25.13 Survival of Indemnities. Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

25.14 Signs. Licensee agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without County's prior written consent, which County may withhold or grant in its sole discretion.

25.15 Relationship of the Parties. County is not, and none of the provisions in this License shall be deemed to render County, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder.

This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

25.16 Taxes, Assessments, Licenses, Permit Fees and Liens. (a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. (b) Licensee agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Licensee's usage of the Premises that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency. (c) Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Licensee, if so desiring, may have reasonable opportunity to contest the validity of the same.

25.17 Non-Liability of County Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other Agent of County shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by County or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of County under this Agreement.

25.18 No Relocation Assistance; Waiver of Claims. Licensee acknowledges that it will not be a displaced person at the time this License is terminated or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, County, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from County under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this License with respect to a Taking.

25.19 Amendments. Except as expressly amended as provided herein, the Agreement shall continue unmodified and remain in full force and effect. The Agreement as amended by this License constitutes the entire agreement between County and Contractor and may not be modified except by an instrument in writing signed by the party to be charged. In relation to issues effecting real property, in the event of any conflict between the terms of the Agreement and the terms of this License, the terms of this License shall control.

25.20 Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this License.

25.21 Reasonableness and Good Faith. Except as limited elsewhere in this License, whenever this License requires County or Licensee to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

Exhibit E - County Property				
Crestwood MHRC				
Furniture	Quantity	Property Owned By	Start up Monies used	Notes
Courtyard				
Outdoor Bench	1			
Outdoor Chair	4			
Consumer Courtyard				
Chairs	16			
Tables	4			
Activity Area				
Lounge Chairs	2			C-13
BH Chairs	2			C-3a
BH Chairs	2			C-2a
Round Table	2			T-13
Oval Table	1			T-12
Open Team Station				
BH Chairs	2			C-2a
BH Chairs	2			C-3a
Stools	4			C-14a
Task Chairs	2			C-17a
Exercise Room				
Treadmill	1			
Bike	1			
Meditation Room				
Stool	1			T-14
Glider Chair	1			C-9a
Bean Bag Chair	1			C-10
Sofa	1			S-4a
Exam/Visitation Room				
Exam Recliner	1			C-11
BH Chairs	2			C-2a
BH Chairs	1			C-3a
Round Table	1			T-13
Interview/Visitation Room				
BH Chairs	2			C-2a
BH Chairs	2			C-3a
Round Table	1			T-15

Side Table	1			T-11
Lounge Chair	1			S2
Shared Office				B129
Task Chairs	2			C17
Desks	2			D3
Directors Office				
Task Chairs	1			C17
Side Chair	1			C4e
Side Chair	1			C3e
Desk	1			D4
Shared Office				B125A
Task Chairs	2			C17
Desks	2			D3
Storage Drawers	2			F1
Chairs	4			C5e
Round Table	1			T17
Recycling Bin	1			RB-A
Laundry Room				
Dryer	1			
Washer	1			
Washer Dryer Stacked	1			
Kitchen				
Over Range Microwave	1			
Electric Range	1			
Refrigerator	1			
Dining/Activity Room				
BH Chairs	2			C-2a
BH Chairs	16			C-3a
Tables	4			T-5
Tables	1			T-10
Television	1			TV-B
Medication Room				
Supply Carts	2			
Refrigerator	1			
Housekeeping Room				
Cart				
Foyer				
Side Chairs	2			C-4e

Side Chairs	2			C-5e
Table	1			T19
Recycling Bin	1			RB-A
Refrigerator	1			
Microwave	1			
Waste Room				
96 Gallon Waste Bins				
Bedrooms				
Beds with Mattresses	16			
Chairs	16			
Cabinets	12			
Lounge/Living Rooms				
Glider Chairs	2			C-9a
Lounge Chairs	6			C-13
BH Chairs	6			C-2a
BH Chairs	6			C-3a
Round Table	2			T15
Oval Table	2			T12
Round Table	2			T13
Television	2			TV-A

ATTACHMENT A

MHRC RESPONSIBILITY MATRIX

Item:	Scope Description:	Procure/Fabricate/Deliver/Install Resp:	Warranty Resp:	Post Warranty Res Notes:
Building Equipment				
	Elevators (NONE IN MHRC)	N/A	N/A	N/A
	Cathodic Protection System	Skanska	Skanska	DPW
	Roof Top Equipment	Skanska	Skanska	DPW
	Door Hardware Interior (Less Key Cylinders)	Skanska	Skanska	DPW
	Door Hardware Exterior (Less Key Cylinders)	Skanska	Skanska	DPW
	Kitchen Equipment - Kitchenettes (See Equipment Schedule)	Skanska	Skanska	DPW
	Fire Suppression System	Skanska	Skanska	DPW
	Fire Alarm System	Skanska	Skanska	DPW
	Stove	Skanska	Skanska	Contractor
	Microwave Oven	Skanska	Skanska	Contractor
	Refrigerator	Contractor	Contractor	Contractor
		Skanska provides temporary cores		
	Keying		Contractor	Contractor
	Exercise Equipment	PDU w/ One Work Place	PDU w/ One Work Place	Contractor
	Office Cubes, Desks, Furniture, Chairs, File Cabinets	PDU w/ One Work Place	PDU w/ One Work Place	Contractor
	Medical Examine Chair	PDU w/ One Work Place	PDU w/ One Work Place	Contractor
	Beds & Pads	PDU w/ One Work Place	PDU w/ One Work Place	Contractor
HVAC/Plumbing Equipment				
	HVAC System	Skanska	Skanska	DPW
	BMS System	Skanska	Skanska	DPW
	Water Heater/Boiler	Skanska	Skanska	DPW
	Plumbing Fixtures (Toilets, Sinks, Showers, Facets)	Skanska	Skanska	DPW
	Washers / Dryers	PDU w/ One Work Place	PDU w/ One Work Place	Contractor
	Monthly Water Services	Contractor	Contractor	Contractor
Electrical Equipment				
	Low Voltage Transformers	Skanska	Skanska	DPW
	Low Voltage Transformers	Skanska	Skanska	DPW
	Lighting Control System	Skanska	Skanska	DPW
	Photovoltaic System	Four Front & Sage	Four Front & Sage	Four Front / DPW
	Light Fixtures, outlets, devices	Skanska	Skanska	Contractor
	Monthly Electrical Services	Contractor	Contractor	Contractor
IT Equipment				
	Network Equipment	Contractor	Contractor	Contractor
		or		
	Wireless Access Points	Contractor	Contractor	Contractor
		or		
	Computers	Contractor	Contractor	Contractor
		or		
	Phones	Contractor	Contractor	Contractor
		or		
	AV Equip. (TV's, Speakers, etc.)	Skanska	Skanska	Contractor
	Internet & Phone Utility Services	Contractor	Contractor	Contractor
		or		
	HMI Security Control System	Skanska	Skanska	Contractor
	Access control system	Skanska	Skanska	Contractor
	Security Cameras	Skanska	Skanska	Contractor
	Intercom System	Skanska	Skanska	Contractor
	Security Network	Skanska	Skanska	Contractor

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor’s employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor’s employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the “Applicant”) shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor’s employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Crestwood Behavioral Health, Inc.

Name of Contractor

DocuSigned by:
Elena Mashevich

Signature of Authorized Official

Elena Mashevich

Name (please print)

Executive Director of Contracts

Title (please print)

09/11/2023

Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- a. Has no employees
- b. Employs fewer than 15 persons
- c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.


Name of 504 Person: Elena Mashevich

Name of Contractor(s): Crestwood Behavioral Health, Inc.

Street Address or P.O. Box: 520 Capitol Mall, Suite 800

City, State, Zip Code: Sacramento, CA 95814

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

Signature: 

Title of Authorized Official: Executive Director of Contracts

Date: 09/11/2023

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



Attachment J Policy Attestation Form

First Name	<input type="text" value="Joseph"/>
Last Name	<input type="text" value="McKee"/>
Agency	<input type="text" value="Crestwood Behavioral Health, Inc."/>
Mailing Address	<input type="text" value="520 Capitol Mall, suite 800"/>
City	<input type="text" value="Sacramento"/>
State	<input type="text" value="CA"/>
Zip Code	<input type="text" value="95814"/>

Please verify compliance with required policies by indicating which policies have been read by you and/or employees of your agency. The policies are located online at: <http://www.smchealth.org/bhrs-doc/new-employees-screening-and-orientation-04-02>.

- Behavioral Health Confidentiality**
- Policy 00-06 Client Access to Protected Health Information
 - Policy 03-01 Confidentiality/Privacy of Protected Health Information
 - Policy 03-11 E-Mail Use
 - BHRs Compliance Plan
 - BHRs Code of Conduct
 - Policy 91-05 Compliance with Documentation Standards

- County Policies** Incompatible Activities

- Clinical Staff Only**
- Policy 03-02 Notice of Privacy Practice
 - Policy 03-04 Disclosure of Protected Health Information, Minimum Necessary
 - Policy 03-05 Disclosure of Protected Health Information, Incidental
 - Policy 03-06 Disclosure of Protected Health Information with Client Authorization

Policy Attestation Continued...

- Clinical Staff Only**
- Policy 03-07 Disclosure of Protected Health Information, Request for an Accounting
 - Policy 03-08 Restrictions on Use or Disclosure of Protected Health Information Client Request
 - Policy 03-09 Amendment of Protected Health Information, Client

This attestation form must be signed by an individual with whom the County has a contract, or an individual with the authority to sign on behalf of the organization they represent, to attest to the accuracy and completeness of the information provided.

Signature: DocuSigned by:
Elena Masherich
E89AA34BF03A4E3...

Date completed:

Attachment K: Assurance of non-employment with other MHRC contractors

For the term of this agreement Contractor agrees to not employ staff to work in the MHRC who are also employed by one of the other contracted MHRCs or Co-Housing providers on the Cordilleras Health and Healing Campus. This shall not preclude contracting for common support services from an entity also contracted to other MHRCs for the same common support services, such as food or laundry. Contractor shall obtain written approval from the BHRs Contract Monitor prior to contracting for the provision of other MHRC services.

DocuSigned by:
Elena Mashovich
E89AA34BF03A4E3

Crestwood Administrator

09/11/2023

Date

ATTACHMENT M - MEDICATION SERVICE REPORTING FORM

Contractor Name: _____								
Contract Provider #: _____								
Therapist Name / Number: _____		Month: _____				Year: _____		

- 16CA - Medication Injection 1-15 mins
- 17CA - Medication Injection - LVN only
- 99347CA - Medication Support 10-20 mins
- 99348CA - Medication Support 21-35 mins
- 99349CA - Medication Support 36-50 mins
- 99350CA - Medication Support 51-70 mins
- G2212 - when time exceeds max mins for 16CA and 99350CA

Service Type: Put the exact minutes/duration under the appropriate service code

Client Name	MH #	SERVICE TYPE							Svc Date
		16CA	17CA	99347CA	99348CA	99349CA	99350CA	G2212	
TEST, ONE	123456					40			5/31/2023
TEST, TWO	789101						65	15	6/1/2023
								TOTAL	

I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County

Signed _____ Signature _____

ATTACHMENT T
DISASTER AND EMERGENCY RESPONSE PLAN

AGENCY NAME:

ADDRESS:

NAME OF PRIMARY POINT OF CONTACT:

TELEPHONE NUMBER(S):

EMAIL ADDRESS:

LAST UPDATED:

**I. SUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

II. KEY PERSONNEL AND CONTACT INFORMATION

Name/Title	Role in Plan Implementation	Work Phone	Cell Phone	Work Email	Personal Email

III. EMERGENCY RESPONSE PLAN

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

IV. CONTINUITY OF OPERATIONS

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

V. PLAN PRACTICE AND EXERCISING

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

VI. OTHER MATTERS

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)

ATTACHMENT U - SAN MATEO COUNTY HEALTH

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss San Mateo County Health's patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to anyone concerning the financial, medical, or social status of San Mateo County Health patients or clients which has not first been authorized according to written San Mateo County Health policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose to or share with anyone the San Mateo County Health computer systems User Identifications or passwords assigned to me.

I will not tamper with any of the San Mateo County Health computer systems to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that San Mateo County Health retains the right to monitor and/or review, at any time and without cause, any access to San Mateo County Health computer systems for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate my computer privileges to any San Mateo County Health computer systems pending administrative review.

I agree to adhere to policies concerning the San Mateo County Health computer systems and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, San Mateo County Health's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of a computer system will be prosecuted to the fullest extent of the law.

Employee or Contractor Signature

Date Signed

Print Employee or Contractor
First Name, Middle Name, and Last Name

Supervisor Signature

Employee or Contractor Title

Location/Contract Agency