

**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 performing professional services hereinafter described for the Health Department, Behavioral Health and Recovery Services Division, in accordance with the state and federal laws, regulations, and funding mandates.

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

Attachment I—§ 504 Compliance

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.

2. 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 FIVE MILLION THREE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$5,346,000). 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

4. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of the Health System 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.

5. 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.

6. Relationship of Parties

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

7. 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 solely liable by reason of its own negligence or willful misconduct.

County shall defend, indemnify, and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of the County and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other of the acts and omissions of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Contractor's subcontractors. It is also the intention of County and Contractor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Contractor's subcontractors. The duty of the Contractor to indemnify and save harmless as set forth by this Section shall include duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion 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.

9. 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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (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 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 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.

10. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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 4.106 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.

11. 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

12. 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 if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. 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.

14. 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.

15. 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.

16. 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: Pernille Gutschick
Address: 225 37th Ave, San Mateo, CA 94403
Telephone: 650-372-8586
Facsimile: 650-573-2841
Email: PGutschick@smcgov.org

In the case of Contractor, to:

Name/Title: Gary Zeyen
Address: 520 Capitol Mall #800, Sacramento CA 95814
Telephone: 916-417-2242
Facsimile: 916-471-2212
Email: GZeyen@chbi.net

17. Electronic Signature

If 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, both boxes below must be

checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

CRESTWOOD BEHAVIORAL HEALTH, INC.

Contractor's Signature

Date: 8/11/15

(April 1, 2015 CCC issued contract template version)

**EXHIBIT A
DESCRIPTION OF SERVICES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2015-18**

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

I. Description of Services to be Performed by Contractor

A. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to San Mateo County's Behavioral Health and Recovery Services (BHRS) up to 44 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care. Approximately 32 beds will be utilized in Institutions for Mental Disease (IMD) and 12 beds will be utilized by individuals 65 years and over.

1. Admissions

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

2. Patient Eligibility

Contractor shall admit patients with a Diagnostic and Statistical Manual (DSM) IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of, and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Frequency of these behaviors is a

determining factor for admission, and such admission may be negotiated between BHRS and Contractor on an individual patient basis. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to prior authorization by County.

3. Basic Service Levels

a. IMD/MHRC/SNF

It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Crestwood residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

b. Adult Residential Facility/Community Treatment System

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

c. Crisis Residential Treatment Facility

Contractor shall provide twenty-four (24) hour crisis residential treatment facility for mentally ill clients ("Crisis Residential Treatment Facility"). Contractor shall provide such mentally ill clients with therapeutic and/or rehabilitation services in a

structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care. Contractor shall support clients in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management.

d. Day Treatment Rehabilitative Services Program (Full-day)

Contractor shall provide Day Treatment Rehabilitative Services preauthorized by BHRS, and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. These services are provided to a distinct group of seriously mentally ill adults and occur in a therapeutic, organized and structured setting.

i. General Description of Services

- a) The Day Treatment Rehabilitative Services (Full-day) program shall be referred to herein as "Service(s)" or "Day Treatment Service(s)".
- b) As of the date of this Agreement Contractor provides Day Treatment Services for seriously mentally ill adults at Contractor's Crestwood Solano Our House facility.
- c) Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.
- d) For seriously mentally ill adults, Day Treatment Services provides a range of services to assist the client to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to

prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Services service is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Services requirements.

- e) Contractor shall develop and maintain a Day Treatment Services program description, and shall provide such program description to County annually and upon request.
- f) County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.
- g) Contractor shall provide Day Treatment Rehabilitative Services to seriously emotionally and behaviorally disturbed San Mateo County resident adults pre-authorized for service by the Deputy Director of Adult Services or her designee.
- h) The Day Treatment Rehabilitative Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - 1) Psychological assessment, evaluation, and plan development;
 - 2) Education/special education programming;
 - 3) Occupational, speech/language, and recreation therapies;
 - 4) Medication assessment and medication management;
 - 5) Psychosocial/functional skills development;
 - 6) Crisis intervention; and
 - 7) Outreach social services.
- i) Day Treatment Rehabilitative Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
 - 1) To provide the foundation for the

provision of Day Treatment Rehabilitative Services and differentiate these services from other specialty mental health services;

- 2) To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
- 3) To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
- 4) To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
- 5) To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
- 6) To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

ii. Therapeutic Milieu Service Components

The following services must be made available during the course of the therapeutic milieu for an average of at least three hours per day for a full-day Day Treatment Intensive Services program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

- a) Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving

strategies and to assist one another in resolving behavioral and emotional problems.

- b) Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
- c) Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

iii. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. The content of the meeting must include, at minimum, the following:

- a) Schedule for the day;
- b) Any current event;
- c) Individual issues that clients or staff wish to discuss to elicit support of the group process;
- d) Conflict resolution within the milieu;
- e) Planning for the day, the week or for special events;
- f) Old business from previous meetings or from previous day treatment experiences; and
- g) Debriefing or wrap-up.

iv. Weekly Schedule

A detailed written weekly schedule will be made available by program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

v. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

vi. Contact With Significant Support Persons

The Day Treatment Rehabilitative Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

vii. Crisis Response

The Day Treatment Rehabilitative Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

viii. Authorization Requests

The Deputy Director of Adult Services or designee will authorize payment for all admissions of San Mateo County clients to the Day Treatment Rehabilitative Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for services Contractor must meet the following authorization requirements:

- a) Contractor must request prior authorization for

payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.

- b) Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- c) Contractor must request authorization for the continuation of services at least every six (6) months or more frequently, if requested by County.
- d) Contractor must request prior authorization for the provision of counseling and other similar intervention services beyond those provided in the Rehabilitative Day Treatment Services. These services may not be provided to a Rehabilitative Day Treatment Services client during the Rehabilitative Day Treatment Services program hours, even if such service is authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitative Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director of Adult Services or designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative Services.
- e) Authorization must specify the number of days per week as well as the length of time services will be provided.

ix. Authorization Decisions

- a) For authorization decisions other than the expedited decisions described below in Paragraph I.A.3.d.ix.b., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional

information.

- b) In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- c) The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. County's notice to Contractor need not be in writing.

x. Documentation

Each client will have an individualized client treatment plan developed by the program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Adult Services or designee upon admission and every six (6) months thereafter.

- a) Client treatment plans will:
 - 1) Be provided to the Deputy Director of Adult Services or designee within thirty (30) days of admission to the program;
 - 2) Be updated at least annually and are due to the Deputy Director of Adult Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - 3) Have specific observable and/or specific quantifiable goals;
 - 4) Identify the proposed type(s) of intervention;
 - 5) Have a proposed duration of

- intervention(s); and
- 6) Be signed (or electronic equivalent) by:
- i) The person providing the service(s),
 - ii) A person representing a team or program providing services, or
 - iii) When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - Physician,
 - Licensed/registered/waivered psychologist,
 - Licensed/registered/waivered social worker,
 - Licensed/registered/waivered MFT, or
 - Registered nurse who is either staff to the program or the person directing the service.

- b) Client Progress Notes: Day Treatment Rehabilitative Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.

xi. Staffing

- a) Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative Services may be provided by any of the following staff:
- 1) Licensed Physician,
 - 2) Licensed/Waivered Clinical Psychologist,
 - 3) Licensed/Registered Clinical Social Worker,
 - 4) Licensed/Registered Marriage, Family

- and Child Counselor,
- 5) Registered Nurse,
- 6) Licensed Vocational Nurse,
- 7) Licensed Psychiatric Technician, or
- 8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

- b) At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals ($1 \leq 10$) in attendance during the period the program is open. In Day Treatment Rehabilitative Services programs serving more than 12 clients ($1 < 12$) there shall be at least one person from two of the staffing groups listed in Paragraph I.A.3.d.xi.a of this Exhibit A. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.
- c) Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Rehabilitative Services staff and in other capacities.

4. Patient Care Planning and Placement

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

5. Reporting

- a. BHRS' Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this Contract.
- b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- c. Contractor will provide to the Director of BHRS or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- d. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- e. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

B. AGING AND ADULT SERVICES (AAS)

For the term of this Agreement as herein specified, Contractor shall provide to the Aging and Adult Services Division up to eight (8) skilled nursing facility beds for San Mateo County residents who are probate dementia conservatees of the San Mateo County Public Guardian and who require a long-term treatment setting.

1. Admissions

- a. Contractor and Aging and Adult Services shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Aging and Adult Services or designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of Aging and Adult Services or designee. Such approval shall be

indicated by a signed form called "Authorization for Admission to a Crestwood Facility" from Aging and Adult Services.

2. Patient Eligibility

Contractor shall admit patients who are probate conservatees of the San Mateo County Public Guardian. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of, and without adequate treatment are at risk of displaying, behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission, as will those individuals with specific medical and behavioral needs which cannot be met at a lower level of care. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between Aging and Adult Services and Contractor on an individual patient basis. Aging and Adult Services may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of Aging and Adult Services or designee.

3. Patient Care Planning and Placement

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

4. Reporting

- a. Contractor will provide to the Chief of the Health System or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- b. Aging and Adult Services shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- c. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. Administrative Requirements

- A. Paragraph 13 of the Agreement and Paragraph I.R.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Administering Satisfaction Surveys
- Contractor agrees to administer/utilize any and all survey instruments as directed by the County Health System Division, including outcomes and satisfaction measurement instruments.
- C. Cultural Competency
1. Contractor will attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Contractor shall submit documentation of their compliance to HEIM (jafrika@smcgov.org) by March 31st.
 2. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrika@smcgov.org) to plan for appropriate technical assistance.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to San Mateo County Health System Aging and Adult Services Director within 10 business days of Contractor's receipt of any such licensing report.
- E. For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
- F. For Medi-Cal funded services, Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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

clients 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 using the following websites:

1. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
2. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.

H. Advance Directives

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to advance directives.

I. Beneficiary Rights

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

J. Physician Incentive Plans

For Medi-Cal funded services, Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

For Medi-Cal funded services, Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

M. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

III. GOALS AND OBJECTIVES

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

A. MENTAL HEALTH PROGRAM

1. Effectiveness

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

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

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

2. Residential Rehab & Long-Term Care

Goal 1: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.

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

Objective 2: At least sixty-six percent (66%) of clients will show a decrease in the number of hospital days compared to the year prior to their admission.

Goal 2: To increase clients' functional adaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

Objective 1: At least seventy-five percent (75%) of all MHRC discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

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

3. Day Treatment Services

Goal 1: To maintain clients at the current or reduced level of placement.

Objective 1: At least ninety-five percent (95%) of adults served will be maintained in their current or reduced level of

placement during their course of treatment.

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

4. Satisfaction

Goal 1: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety-two percent (92%) of customer survey respondents will rate services as good or better.

Objective 2: At least eighty-five percent (85%) of customer survey respondents will rate access to mental health services as good or better.

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

B. AGING AND ADULT PROGRAM

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

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

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

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

End of Exhibit A

**EXHIBIT B
PAYMENTS AND RATES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2015-18**

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

A. Rates for Services

Crestwood Behavioral Health, Inc.
Total with Enhanced Services

IMD 18-64				
		Basic	Enhanced	Total
Crestwood Wellness CTR-Redding		192.10	20.00	212.10
		192.10	40.00	232.10
		192.10	50.00	245.60
Non-IMD 18-64				
		Basic	Enhanced	Total
Stockton			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
	Sub Acute Non-medical	192.10	Negotiable	
			14.00	206.10
Modesto			35.00	35.00
			50.00	50.00
			75.00	75.00
	Sub Acute Non-medical	192.10	Negotiable	
			14.00	206.10
Fremont GTC	Non-Medical	222.79	118.00	340.79
	Neuro-Behav		118.00	118.00
	Conversion (Requires Private Room)			257.34
Crestwood	Manor Fremont	0	28.00	28.00
		0	50.00	50.00
			80.00	80.00
			118.00	118.00

Mental Health Rehab Centers		
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Sacramento	MHRC	205.00
	Sub-acute	247.00
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San Jose		244.00
	Pregnant	255.00
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Vallejo	Level 1	302.00
	Level 2	257.00
	Level 3	228.00
	Level 4	214.00
<hr/>		
Angwin	Level 1	293.00
	Level 2	234.00
	Level 3	190.00
<hr/>		
Bakersfield	Level 1	247.00
	Level 2	549.00
<hr/>		
Eureka		258.00
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San Diego	Level 1	350.00
	Level 2	300.00
	Level 3	250.00
	Bed Hold	245.00
<hr/>		
Bayview	Level 1	350.00
	Level 2	300.00
	Level 3	250.00
	Bed Hold	245.00
<hr/>		
Kingsburg	Level 1	350.00
	Level 2	300.00
	Level 3	250.00
	Bed Hold	245.00
<hr/>		

Community Care Centers		
Bridgehouse (Eureka)	Pathway	160.00
	RCFE	113.00
Our House		105.00
American River Residential		110.00
Bridge (Kern)		168.00
Pleasant Hill Bridge		110.00
Pleasant Hill Pathways		163.00
Fresno		168.00
Vallejo RCFE		115.00

Geropsych 65+		
	Enhanced	Total
Stockton	0	0
	20.00	20.00
	50.00	50.00
		<u>Special</u>
Vallejo	0	0
	20.00	20.00
	50.00	50.00
		<u>Special</u>
Modesto	0	0
	20.00	20.00
	50.00	50.00
		<u>Special</u>
Redding GTC	0	0
	20.00	20.00
	50.00	50.00
		<u>Special</u>
Crestwood Manor – Fremont	0	0
	20.00	20.00
	28.00	28.00
	50.00	50.00

Psychiatric Health Facilities		
Sacramento		778.68
San Jose		914.00
	Indigent	1,018.00
Solano		805.00
Kern		892.00
American River		<u>772.50</u>

C. Contract maximums

1. FY 2015-16 (Year 1)

a. BHRS

For FY 2015-16, BHRS' maximum obligation for services received under this Agreement is ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,625,000).

b. AAS

For FY 2015-16, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

2. FY 2016-17 (Year 2)

a. BHRS

For FY 2016-17, BHRS' maximum obligation for services received under this Agreement is ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,625,000).

b. AAS

For FY 2016-17, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

3. FY 2017-18 (Year 3)

a. BHRS

For FY 2017-18, BHRS' maximum obligation for services received under this Agreement is ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,625,000).

b. AAS

For FY 2017-18, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

4. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FIVE MILLION THREE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$5,346,000) for FY 2015-18. BHRS' maximum obligation is FOUR MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$4,875,000) and AAS' is FOUR HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$471,000) for FY 2015-18.
- D. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the SNF/STP reimbursement rate minus food cost.
- E. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
- F. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this Contract.
- G. Enhanced or special services
 1. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate. The rate will be negotiated and authorized by the Chief of the Health System or designee and Contractor. Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
 2. Some San Mateo County residents may be admitted to facilities that have a day rehabilitation component. A day rehabilitation component and rate will be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
 3. San Mateo County residents admitted to Transitional Residential Programs will also be indicated on the "Authorization for Admission

to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.

- H. Except for Medi-Cal funded services, the terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.
- I. The Chief of the Health System 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
- J. Monthly Reporting
 - 1. Payment by County to Contractor shall be monthly. Contractor shall submit one monthly invoice to the County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include the facility name, client name, and a summary of services and charges for the month of service.
 - 2. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: patient names, number of patient days, daily negotiated rate, and type of service provided (Ex: Day Treatment, etc). Nonbillable clients referenced in Paragraph I.F. of this Exhibit B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
 - 3. Invoices shall be sent to:

Behavioral Health and Recovery Services
225 37th Avenue, 3rd Floor
San Mateo, CA 94403
 - 4. 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.

- K. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- L. In the event this Agreement is terminated prior to June 30, 2018, the Contractor shall be paid for services already provided pursuant to this Agreement.
- M. 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.
- N. Day Treatment Rehabilitative Services (Full-day) program
 - 1. For Day Treatment Rehabilitative Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.
 - 2. Day Treatment Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.
- O. Contractor shall submit to County a year-end cost report for Medi-Cal funded services no later than ninety (90) days after the end of each applicable fiscal year (June 30). This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- P. Beneficiary Billing

For beneficiaries receiving Medi-Cal funded services, 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 except to collect other health insurance coverage, share of cost and co-payments. 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.

Q. County May Withhold Payment

For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, 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 Quality Improvement Manager of the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.

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 _____, 201__
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 client plan was developed and maintained for the beneficiary that met all client plan requirements established in this Agreement.
 - f. For each beneficiary with Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor 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.A. 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 client. 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

ATTACHMENT I

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

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

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

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

☐

a. Employs fewer than 15 persons.

☒

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

GARY ZEYON

Name of 504 Person - Type or Print

Crestwood Behavioral Health

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

[Signature]
Signature

CONTROLLER
Title of Authorized Official

8/11/05
Date

*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."