



## County of Solano Standard Contract

*For County Use Only*  
CONTRACT NUMBER:  
03576-21  
(Dept., Division, FY, #)  
H&SS/MH  
BUDGET ACCOUNT:  
7714, 7745  
SUBJECT ACCOUNT:  
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Crestwood Behavioral Health, Inc. a Delaware for profit corporation

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2020 to June 30, 2022

3. The maximum amount of this Contract is:

\$ 7,111,016.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:





Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2020.

CONTRACTOR	COUNTY OF SOLANO
Crestwood Behavioral Health, Inc. a Delaware for profit corporation CONTRACTOR'S NAME	<u>Birgitta Corsello</u>  06/29/2020 01:41 PM EDT Birgitta E. Corsello County Administrator TITLE
<u>Elena Mashkevich</u>  05/14/2020 03:52 PM EDT SIGNATURE	<u>275 Beck Avenue, MS 5-200</u> ADDRESS
<u>Elena Mashkevich, Director of County Contracts</u> PRINTED NAME AND TITLE	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
520 Capitol Mall, Suite 800 ADDRESS	Approved as to Content: <u>Gerald Huber</u>  05/14/2020 03:56 PM EDT Gerald R. Huber, Director Health & Social Services Department
Sacramento CA 95814 CITY STATE ZIP CODE	Approved as to Form: <u>Bernadette Curry</u>  05/14/2020 05:06 PM EDT COUNTY COUNSEL

Rev. 12/17/09

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK****1. PROGRAM DESCRIPTION:**

Contractor will provide intensive services for clients referred by the County with the express intent of increasing client independence and stability in their lives. These services will result in clients moving toward independent community living and reducing hospitalizations, incarceration, and other more restrictive levels of care.

**2. PROGRAM SPECIFIC ACTIVITIES**

- A. Contractor shall provide high quality, efficient, effective, culturally competent, and timely acute psychiatric inpatient services within the program requirements and standards as promulgated by this Contract to patients referred by County over the age of eighteen (18) years who are eligible for County mental health services. County may place either male or female patients at Contractor's psychiatric health facility (PHF).
- B. Contractor will provide psychiatric services during the stay of the patient at the Contractor's facility. This Contract provides dedicated access to 10 acute inpatient psychiatric bed placements, with potential access to coordinated access to beds dedicated to other counties.
- C. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this Contract shall be provided by Contractor in performance of contracted services.

**3. SERVICE REQUIREMENTS**

- A. Service Eligibility Requirements:
  - 1. Admission Criteria
    - a. Patients will be authorized by Solano Crisis Stabilization (CSU) staff and other designated County Mental Health personnel.
    - b. Patients authorized by the CSU may be transported directly to Contractor from a variety of sites. These sites include but are not limited to: local hospitals and Emergency Rooms, Locked Sub-Acute County contracted facilities, the Solano County Public Guardian's office, Solano County Jail/Juvenile Hall (if over 18), and Solano County outpatient provider offices and/or clinics. In all cases, the CSU/County Authorizer will be the referring party who authorizes transport and treatment of clients by Contractor. Clients referred by personnel other than the CSU must be approved by a representative of the Hospital Liaison team or other County Administration representative. After hours, this approval may be in the form of verbal authorization or email. To assure confidence in the verbal authorization, the Contractor may request the County Designee to verify to two staff on the telephone.
    - c. All patients determined by the CSU/designated County mental health personnel to require inpatient psychiatric care at the Contractor's facility shall be accepted for admission by Contractor. The exception is that the Contractor reserves the right to refuse admission of a patient under California Code of Regulations, Title 22, Division 5, Section 77061 where a patient's physical health care is beyond what could otherwise be managed on an outpatient basis.
    - d. County Mental Health Managed Care Plan will set forth the program requirements to determine the appropriateness of placement based on clinical necessity criteria. Contractor will make every reasonable effort to arrange its occupied bed days to permit County to place a patient at any time in accordance with agreed upon

admissions criteria. The operational definition of acutely mentally ill meeting medical necessity for inpatient care:

- i. As a result of a primary mental disorder, a patient is a danger to self or others, gravely disabled, or in need of care that can only be provided in a PHF or inpatient psychiatric setting. And, effective treatment provided is enabling the patient to progress toward criteria for discharge and to return to a less restrictive level of care.
  - e. Contractor shall ensure County access to the 10 designated acute inpatient psychiatric beds at its facility, 24 hours a day, 7 days a week. These beds will include all services normally rendered by PHF. These services include psychiatric treatment, care and feeding, monitoring, discharge planning and after care planning.
  - f. Contractor shall make determination of admission for referred clients within 2 hours or less of referral by the CSU/Authorized County representative. In the unusual circumstance when the Contractor is unable to make a determination within 2 hours, the Contractor will communicate verbally and in writing, the status to the County/referring party and provide a proposed timeline for a final determination.
  - g. Patients shall be the age of eighteen (18) years or older and eligible for County mental health services.
2. Discharge Criteria & Planning:
- a. Patients will be deemed appropriate for discharge when they no longer meet the criteria of the Division of Mental Health's operations definition of acutely mentally ill as defined above, or there is agreement between County authorized personnel and Contractor staff that patient is ready for discharge, consistent with community standards of practice and extant law. Determination and documentation of whether a patient continues to meet these criteria is the responsibility of Contractor. County shall be notified, at the very most, within 12 hours of a determination that the patient no longer meets those criteria to facilitate timely transfer to a lower level of care.
  - b. Contractor's Clinical staff shall have final determination on length of stay of each patient. This being the case, if a difference of opinion occurs, Contractor Medical Director and County Psychiatric Supervisor shall review case jointly at the time such a difference of opinion arises to promote collaborative care management and timely discharge.
  - c. County and Contractor will work collaboratively with regard to discharge planning and placement of patients served by Contractor. This includes a combination of meetings and telephone calls, as well as County staff meeting with clients during their admission.
  - d. It is assumed that individuals admitted to Contractor facility shall be provided appropriate and timely medication (typically within 24 hours), except in the circumstance where this may be medically contraindicated. In such situations, clinical rationale for not administering medication should be documented thoroughly.
  - e. Consultation and arrangement for the timely discharge of all patients will take place with the Contractor and the County Hospital Liaison Team, authorized mental health staff, or the client's outpatient provider.
  - f. Contractor's discharging physician will provide patient with prescription for 30-day supply of medications.
  - g. A Discharge Summary must be submitted to the County within 10 days of discharge.
  - h. Prior to discharge, County may request complete copy of medical record for review or other purposes, with the understanding that it may not contain summary or discharge information, within 24 hours of such request. After a patient's discharge, upon request by County, Contractor shall provide County with a full copy of patient's chart within 48 hours. This transmittal may occur by the use of pre-approved secured

encrypted email service between Contractor and County, a designated secure fax number identified by County. All Protected Health Information (PHI) being transferred via United States Postal Service (USPS) or private delivery service (i.e. FedEx, UPS) must be sent to:

Solano County Quality Improvement Unit  
275 Beck Ave., MS-5-250  
Fairfield, CA 94533

If records are mailed, Contractor must use packaging materials as necessary to ensure charts/records are received by the County in good condition and remain sealed. They must also use a mail service that provides sender with a mailing receipt and delivery notification. Contractor must keep a complete copy of all charts/records being mailed until delivery is confirmed by the County. Contractor must implement a tracking procedure to document, at a minimum, which charts/records have been mailed or otherwise transmitted, to whom, and when.

B. Service Standards:

1. County and Contractor clinical staffs will fully communicate and cooperate with each other in the development of treatment planning, determining length of stay and readiness for discharge, and, to this end, may freely exchange patient information as a unitary treatment program without further patient releases, consistent with applicable laws and regulations.
2. County will provide ongoing referral sources and placement assistance with regard to patient discharge planning. In the event that placement is not available at the time the patient is to be discharged, Contractor shall not be penalized and may charge such additional day beyond discharge readiness, while a client remains admitted, at the full daily rate listed in Exhibit B.
3. Contractor shall prescribe medications in accordance with County formulary policy and to the greatest extent possible, administer and prescribe medication that is both effective and cost efficient.
4. As clinically indicated, the Contractor will participate in 5250, 5270, or Temporary Conservatorship procedures. This includes access to Patient's Rights Advocates and provision of relevant hearings.
5. On a daily basis the Contractor will fax medical records, inclusive of the psychiatry visit, to the Hospital Liaison/Utilization Review team. The intent is twofold: to assist the Contractor in assuring that medical necessity appropriate for State claiming is appropriately documented, and so that the County maintains itself as a collaborative partner during the course of care. If upon review a given day or note does not appear to be documented sufficiently, Contractor staff will be notified of the need to add an entry to enhance its description of medical necessity for said client. While medical necessity is documented ideally by the treating psychiatrist, nursing documentation may establish medical necessity for a given day as well when needed.
6. County or CSU shall have verified Medi-Cal (for Medi-Cal eligible patients) eligibility prior to referral and admission. Contractor will be responsible for electronically completing financial/ forms upon client arrival to Contractor. While the referring party is also expected to verify eligibility, the Contractor is expected to confirm eligibility.
7. Contractor will provide financial eligibility with regard patients identified as Medicare recipients. This requirement is to ensure that any patients with Medicare coverage for inpatient psychiatric care are referred to other providers who may seek reimbursement through Medicare. Upon identification of Medicare coverage, Contractor will work actively to transfer patient to a Medicare eligible inpatient facility within 24 hours of the discovery of such eligibility. The County reserves the right to place a Medicare patient at the PHF with the understanding of maintaining full financial responsibility under County-indicated conditions. The CSU may not refer Medicare clients to the Contractor without explicit approval from County Designee.

8. County will provide access to, and training in, County's financial billing/data system. Upon completion of training, Contractor will be responsible for timely entry of all required data and billing information into County system for data collection and billing purposes.
  9. The Contractor will provide the County with its daily census (currently through a daily fax), including notation of the estimated date of discharge. Contractor and County will communicate daily with regard to bed availability to maintain 100% use of contracted beds, or for purposes of temporarily assigning a courtesy bed to another county when approved by the County.
  10. The Contractor shall furnish the County with any reports provided to the State Department of Health Care Services, when applicable, within 24 hours. This may include reports on the use of seclusion and restraints, and any other reports required by the State.
- C. Bed Utilization Credit and Invoicing:
1. Contractor shall assign a single staff member to manage bed occupancy on behalf of County.
  2. Any of the 10 bed days not occupied by County shall be charged except as follows:
    - a. When Contractor is able to use an available bed(s) (hereafter, 'courtesy beds') to treat another county's client, express authorization by designated County staff should be obtained in advance. If prior authorization is not possible, authorization will be obtained by the beginning of the next business day. Use of other counties' beds will be approved by each County Designee.
    - b. Solano County will pay the daily rate to the Contractor when a client is placed in another county's bed. Further, upon utilizing another county's bed, the next Solano discharge is returned to the original county. If the original County does not need to use its bed, and Solano County would like to place a client in that bed, with the authorization of the original County, then Solano County continues to pay for use of the bed.
    - c. Contractor shall invoice County for the total number of bed days for that calendar month, less the total number of County's allocated bed days used as courtesy bed days to other counties for that calendar month, and plus any bed days used from other counties.
    - d. For clients who are pending discharge to a lower level of care, but there is no available bed at the appropriate level, and for whom acute inpatient medical necessity is no longer met, the Contractor will claim these services in Avatar under the "PHF – Admin Day" code. This has no bearing on the full daily rate paid to the Contractor, but will inform County staff with regard to appropriate billing to the State.
    - e. If one of the County's 10 designated acute inpatient psychiatric beds is vacant and the Contractor refuses a viable referral to enter into a vacant bed, the County reserves the right to withhold payment of the empty until it is filled.
- D. Additional Provisions:
1. Licensing Requirements:
    - a. Contractor shall comply with all necessary County or State licensing requirements and must maintain appropriate licenses and display same in a location that is reasonably conspicuous.
    - b. Contractor shall abide by the Bronzan McCorquodale Act (WIC, Division 5, Part II, Section 5600 et seq.), CCR Title 9 and Title 22, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters. Any changes in status, licensure, or ability to perform activities within the contracted services must be reported to the County immediately.
    - c. Contractor shall maintain appropriate staffing levels to assure safety and program compliance as dictated by the State, Federal and local codes/regulations.
    - d. Contractor shall furnish County within thirty (30) days of execution of this Contract:
      - i. A Program Schedule

- ii. Treatment Staff Roster (including license number or evidence of credentialing) on an annual basis or whenever staffing changes occur upon the execution of this Contract.

#### 4. **GENERAL ACTIVITIES**

While providing the specific activities, Contractor agrees to:

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.
- B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards and strengths-based best practices. For all beneficiaries entered into the Solano County MHP electronic health record, Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manuals.
- E. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors or peer specialists.
  1. Assessment activities and clinical treatment services (i.e., 1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
  2. "Other Qualified Providers", such as mental health specialist level staff or peer specialists, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development
  3. If Contractor employs staff with less education than a BA/BS in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. The Child and Adolescent Needs and Strengths (CANS) (ages 0-20), Adult Needs and Strength Assessment (ANSA) (ages 21+), and/or the Reaching Recovery Assessment outcome measures and level of care determination tools prescribed by the County shall be used with all County beneficiaries at the required intervals of initial assessment, annually, and discharge from treatment. The Contractor's Primary Service Coordinators and Treatment planning teams shall use CANS/ANSA/Reaching Recovery Assessment data to determine treatment progress, areas of treatment focus and support continued need for completing these instruments and shall consult with Contractor treatment providers as required by the administration protocol and/or sound clinical practice.

#### 5. **PERFORMANCE MEASURE**

- A. Contractor to provide written service delivery report to include:
  1. Number of new individual admissions per month;
  2. Number of unduplicated individuals served per month;
  3. Number of individuals discharged to higher level per month;

4. Number of individuals discharged to higher level per month.

## **6. REPORTING REQUIREMENTS**

Contractor will meet with County Contract Manager, or designee, on a quarterly basis, or more frequently as needed to review the scope of work (SOW) and to discuss performance measures, fiscal impact and clinical progress as appropriate per contract.

## **7. CONTRACT MONITORING MEETINGS**

Contractor will review client deliverables per contract with County contract manager or designee as needed or at minimal annually. Meeting can be in person or via teleconference.

## **8. PATIENT RIGHTS**

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
  1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
  2. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

## **9. CULTURAL & LINGUISTIC RESPONSIVITY**

Contractor shall ensure the delivery of culturally and linguistically appropriate services to beneficiaries by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Responsivity Plan provisions. Accordingly, Contractor agrees at a minimum:
  1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the QA/QI agency functions and policy making. For information on the CLAS standards please refer to the following link:
  2. <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53> Contractor will use the agency Cultural Responsivity Plan developed during FY 19/20 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
    - a. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County Quality

- Improvement by July 30<sup>th</sup> of each Fiscal Year for the current Fiscal Year.
- b. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.
3. During FY 20/21 Contractor will develop an agency Cultural Responsivity Plan to include goals and objectives towards improving cultural and linguist competencies and addressing local disparities. County will provide technical assistance, useful tools and a plan template to be used for organizations that do not already have such a plan.
    - a. The Cultural Responsivity Plan shall be submitted to County QI Unit for qualitative review, feedback, and approval no later than September 30, 2020.
    - b. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County Quality Improvement by July 30<sup>th</sup> of each Fiscal Year for the current Fiscal Year.
    - c. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.
  4. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
  5. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Contractor will ensure agency representation for the County Cultural Competency Committee held monthly in order stay apprised of—and inform—strategies and initiatives related to equity and social justice as informed by the goals included in the County Cultural Responsivity Plan and Annual Updates.
1. Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the *Cultural Competency Committee Participation Agreement* form.
  2. Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the Cultural Responsivity Plan.
  3. Identify a back-up person to attend committee meetings in the absence of the designated person.
- D. Provision of Services in Preferred Language:
1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
  2. Contractor may identify and contract with an external interpreter service vendor, or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.

3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
  4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
  5. Contractor will provide informational materials as required by Section 9.D below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.
  6. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.
- E. Cultural Competence Training:
1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, reception staff, and leadership complete at least one training in cultural competency per year as outlined by the Department of Health Care Services for programs billing Medi-Cal
- F. Contractor will Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

## **10. QUALITY IMPROVEMENT ACTIVITIES**

- A. Regulation changes that occur during the life of this Contract:
1. If/When Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QI Information Notice, and such requirements will supersede contractual obligations delineated in this Contract.
- B. Medi-Cal Certification:
1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent County Behavioral Health Division policy.
  2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
- C. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form* Staff Credentialing:
1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
  2. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.
  3. Contractor shall provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
  4. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
  5. Contractor shall notify County Quality Improvement when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all

individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

- D. Contractor shall maintain medical records in such a manner that all required documentation for every beneficiary is stored in a secure medical record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.
1. Only one assessment and treatment plan covering the annual service period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment or complete a brief update to any area in need of supplemental information.
  2. Required documentation includes, but is not limited to, the following:
    - a. Informing Materials
    - b. Clinical Behavioral Health Assessment
    - c. Beneficiary Treatment Plan
    - d. Service Authorization (when/if preauthorization is required)
    - e. General Consent for Treatment
    - f. Medication Consent
    - g. Authorizations to Release Medical Records
    - h. Acknowledgement of Receipt of Notice of Privacy Practices
    - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)
- E. Problem Resolution
1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
    - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
  2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
    - a. Contractor shall post County notices and make available County forms and other materials informing beneficiaries of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Request to Change Service Provider", and the "MHSA Grievance Form". Contractor shall aid beneficiaries in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
    - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a beneficiary of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
    - c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
    - d. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any

additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

- e. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

F. Serious Incident Reports (SIRs):

1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
  - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
  - b. Contractor shall submit the SIR electronically to County Quality Improvement within 24 hours of the incident or sooner via Comply Track website:
  - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
  - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting may be scheduled, in which the contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program quality improvement.
  - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

G. Contractor Quality Improvement Process:

1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
  - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually, and a copy submitted to County Quality Improvement by July 30<sup>th</sup> of each Fiscal Year for the current Fiscal Year. Contractor will submit a revised plan if County determines the plan to be inadequate.
  - b. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
  - c. Internal review of provider progress notes – Contractor will internally review at least 10% of every provider's progress notes. A quarterly report will be sent to County Quality Improvement.
  - d. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will

specifically address procedures Contractor utilizes to monitor prescribing to children and youth.

H. Quality Improvement Committee:

1. Contractor will provide a representative to participate in County quarterly Quality Improvement Committee (QIC).
2. If Contractor's place of business is not located within Solano County boundaries, Contractor's representative may request to participate remotely via conference call and/or web-based interface.
3. Contractor will provide data related to objectives/goals outlined in the County Quality Improvement Plan in a timely fashion prior to quarterly QIC meeting as requested by the County designee.

I. Annual County review of Contractor service delivery site and chart audit:

1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
4. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.

J. Compliance Investigations:

1. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.

K. Conflict of Interest – Expanded Behavioral Health Contract Requirements:

1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
  - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
  - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
  - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
  - d. Contractor will terminate involvement with any person with a 5% ownership with interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.

L. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.

1. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually. by July 15<sup>th</sup> each Fiscal Year for the training the year prior.
- M. Performance Data (1915b Waiver Special Terms and Conditions):
1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
- N. Utilization Management
1. Contractor will work with the County Contract Manager to monitor the following Contractor efforts:
    - a. Expected capacity to serve Medi-Cal Eligible beneficiaries
    - b. Expected service utilization
    - c. Number and types of providers needed in terms of training, experience and specialization
    - d. Number of Contractor providers not accepting new clients
    - e. Geographical location to beneficiaries in terms of distance, travel time, means of transportation typically used by beneficiaries, and physical access for disabled beneficiaries
    - f. Contractor ability to communicate with limited English proficient beneficiaries in their preferred language
    - g. Contractor's ability to ensure: physical access, reasonable accommodations, culturally competent communications, accessible equipment for beneficiaries with physical or mental disabilities
    - h. Available triage lines or screening systems
    - i. Use of telemedicine or other technological solutions, if applicable
- O. Physical Accessibility Requirements
1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities as defined in the regulations set forth by the California Code of Regulations, Title 22.
- P. Program Integrity
1. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the MHP in writing of the reason for the overpayment.
- Q. Bed Utilization Credit and Invoicing:
1. Contractor shall assign a single staff member to manage bed occupancy on behalf of County.
  2. Any of the 10 bed days not occupied by County shall be charged except as follows:
    - a. When Contractor is able to use an available bed(s) (hereafter, 'courtesy beds') to treat another county's client, express authorization by designated County staff should be obtained in advance. If prior authorization is not possible, authorization will be obtained by the beginning of the next business day. Use of other counties' beds will be approved by each County Designee.
    - b. Solano County will pay the daily rate to the Contractor when a client is placed in another county's bed. Further, upon utilizing another county's bed, the next Solano discharge is returned to the original county. If the original County does not need to use its bed, and Solano County would

like to place a client in that bed, with the authorization of the original County, then Solano County continues to pay for use of the bed.

- c. Contractor shall invoice County for the total number of bed days for that calendar month, less the total number of County's allocated bed days used as courtesy bed days to other counties for that calendar month, and plus any bed days used from other counties.
- d. For clients who are pending discharge to a lower level of care, but there is no available bed at the appropriate level, and for whom acute inpatient medical necessity is no longer met, the Contractor will claim these services in Avatar under the "PHF – Admin Day" code. This has no bearing on the full daily rate paid to the Contractor, but will inform County staff with regard to appropriate billing to the State.

R. Additional Provisions:

1. Licensing Requirements:

- a. Contractor shall comply with all necessary County or State licensing requirements and must maintain appropriate licenses and display same in a location that is reasonably conspicuous.
- b. Contractor shall abide by the Bronzan McCorquodale Act (WIC, Division 5, Part II, Section 5600 et seq.), CCR Title 9 and Title 22, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters. Any changes in status, licensure, or ability to perform activities within the contracted services must be reported to the County immediately.
- c. Contractor shall maintain appropriate staffing levels to assure safety and program compliance as dictated by the State, Federal and local codes/regulations.
- d. Contractor shall furnish County within thirty (30) days of execution of this Contract:
  - 1. A Program Schedule
  - 2. Treatment Staff Roster (including license number or evidence of credentialing) on an annual basis or whenever staffing changes occur upon the execution of this Contract.

## **11. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. In the event of a breach or security incident by contractor or contractor's staff, any damages or expenses incurred shall be at the expense of the contractor.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.
- D. Contractor shall maintain adequate patient records which must comply with all appropriate State and Federal requirements.

1. Records shall be kept on all patients admitted or accepted for treatment. All required records, either as original or as accurate reproductions of the contents of the originals shall be maintained in a confidential manner, legible, and readily accessible upon request of persons authorized by law to have access to such records.
2. The Contractor shall safeguard the information in the record against loss, defacement, tampering or use by unauthorized persons.
3. Patient health records or reproductions shall be safely preserved for a minimum of seven years following discharge of the patient.
4. If the Contractor ceases operation, the County shall be informed within 30 days prior to cessation, so that arrangements can be made for safe preservation of patient health records.
5. Patients records shall be filed in an easily accessible manner in the facility or in an approved health record storage facility off facility premises.
6. Patient records shall be completed within 14 days following the patient's discharge.
7. County shall have access within 24 hours to all appropriate County patient records requested, whether stored on site or off site, weekends and holidays excluded.
8. Contractor shall provide County with required records for billing purposes, utilization review, and other purposes as may be required under terms of this Contract in a timely manner.

F. Certification of 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.
2. For each Medi-Cal beneficiary for whom County is submitting a claim for reimbursement:
  - a. Contractor will assure the services included in the claim were actually provided to the beneficiary.
  - b. Contractor will assure medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided, except when County decides to place patient or to keep patient in PHF without medical necessity.
  - c. Contractor will assure a client plan was developed in accordance with inpatient necessity and maintained for the beneficiary that met all standards established by the Mental Health Plan.
3. Contractor certifies that the following processes are in place:
  - a. Written policies, procedures and standards of conduct that articulates the Contractor's commitment to comply with all applicable Federal and State standards.
  - b. The designation of a compliance officer and a compliance committee that is accountable to senior management.
  - c. Effective training and education for the compliance officer and the organization's employees.
  - d. Enforcement of standards through well-publicized disciplinary guidelines.
  - e. Provisions for internal monitoring and auditing.
  - f. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

- g. Confirmation that Contractor and all employees are not excluded from Medi-Cal and Medicaid participation.

G. National Provider Number:

Contractor will provide County with organizational and individual staffs National Provider Number (NPN) within 30 days of execution of Contract.

H. Background Checks:

Contractor shall comply with all provisions of Welfare & Institutions code 5405, in part, requiring Department of Justice and Federal Bureau of Investigations background checks on all employees, contractors, or volunteers who may have contact with patients or residents in the provision of service. Contractor will run monthly credentialing checks using specified web sites to ensure no Contractor employee/volunteer is or has become during the course of their employment, a federally excluded provider.

## **12. COUNTY RESPONSIBILITIES**

County will:

- A. Provided technical assistance in the form of phone consultations, site visits and meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the SOW.
- B. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system. (only if vendor will be entering services into Avatar)
- C. Assign a County designee for programs under the MHP billing Medi-Cal.
- D. Provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
- E. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

- A. The Maximum Total Payment Amount under this Contract is \$7,111,016.
- B. County shall reimburse Contractor on a monthly basis in the amount of \$969 per bed per day, filled or unfilled, for 10 beds. At the sole discretion of County, Contractor will not be reimbursed for those units of service that were provided without County authorization.
- C. The daily rate for uninsured clients is the base rate of \$969.00 plus an additional \$38.00 per day indigent fee to cover medications.
- D. For any client who is placed on a 1:1 after the initial 72 hours of admission, County will pay an additional fee of \$28 per hour. The need for a 1:1 must be ordered by a medical doctor (MD), reassessed in four hour increments and only continued with an MD's approval. Contractor shall notify the County Designee immediately or no later than one business day when a client is placed on a 1:1. Contractor shall also update the daily census to reflect a client who remains on a 1:1 for greater than 24 hours.
- E. By the tenth of each month, Contractor shall provide County an approved and correct census statement and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date/s of service, time of day and length of time of services.

**II. COMPENSATION FOR SERVICES**

- A. It is understood that the validity of invoices, in terms of their compliance with state regulations, is subject to the review of the State of California and the County and that County will be making payments on said invoices in advance of said review and approval by the State, and in advance of other reimbursement by the State to County for sums expended there under. In the event any invoice is disapproved by the State, Contractor shall take all actions necessary to obtain such approval. In the event that County is not reimbursed by the State for any amount it has paid to Contractor hereunder, Contractor shall reimburse County in the amount of such overpayment within thirty (30) days or the County may withhold such amounts from any payments due under this Contract or any successor agreement.
- B. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any invoiced costs, which is subject to compliance with regulations, County shall not be liable for any lost revenue resulting there from.
- C. Contractor shall use reasonably diligent efforts to bill and retain revenues from third party revenue sources, including Medicare, County Services Medical Program (CMSP), other health insurance payers, other county payers and patient fees. Actual costs billed monthly to County by Contractor shall be reduced by the amount of all revenues retained by the Contractor.
- D. All invoices submitted to County shall meet compliance with Health Insurance Portability and Accountability Act (of 1996) and shall specifically contain ICD-9 codes for all diagnoses.

**III. USE OF FUNDS AND PAYMENT LIMITATION**

- A. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit "A".
- B. County shall reimburse Contractor monthly after submittal of a Solano County vendor claim, an invoice, and supporting documentation identifying beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.
- C. Contractor shall provide County with a full copy of each patient's chart within one month of patient's discharge.
- D. Contractor shall be liable for State audit exceptions due to inadequate documentation as per medical necessity documentation requirements and not actual medical necessity and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State's or County's notice of recoupment order. If Contractor fails to reimburse the County within the time period, the County may offset the unpaid amount against any sums due from County to Contractor pursuant to this Contract or any other agreement or obligation.
- E. County shall be liable for State audit exceptions should the patient not meet medical necessity criteria for placement.

**IV. METHOD AND PLACE OF SUBMITTING INVOICES AND MAKING PAYMENTS**

All invoices and payments shall be made in writing and may be given by personal delivery or mail. Invoices and payments sent by mail should be addressed as follows:

**COUNTY**

Solano County  
Contracts Bureau  
275 Beck Ave. MS 5-220  
Fairfield, CA 94533

**CONTRACTOR**

Crestwood Behavioral Health, Inc.  
520 Capitol Mall, Suite 800  
Sacramento, CA 95814

And when addressed as shown above, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, invoices and payments shall be deemed given at the time of actual delivered.

**V. ACCOUNTING STANDARDS**

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13B. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

## **VI. SUBMISSION OF COST REPORT**

- A. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.
- D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to Solano County.

## **VII. FINANCIAL STATEMENTS AND AUDITS**

- A. Contractor agrees to furnish annual audited financial statements for the previous fiscal year to the County by April 30<sup>th</sup>.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal government conducts an audit.

## **VIII. SUBRECIPIENT MONITORING AND MANAGEMENT (IF APPLICABLE)**

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every subaward must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a subaward modification form.

1. Subrecipient Name (which must match the name associated with its DUNS number): Crestwood Behavioral Health, Inc.
2. Subrecipient DUNS number: 04-365-0675
3. Federal Award Identification Number (FAIN): [Not applicable]
4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
5. Subaward Period of Performance Start and End Date: [Not applicable]
6. Amount of Federal Funds obligated by this action: [Not applicable]
7. Total Amount of Federal Funds obligated to the subrecipient: [Not applicable]
8. Total amount of Federal Award: [Not applicable]
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [ When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services - Centers for Medicare and Medicaid Services (CMS).]
11. CFDA Number and name: [93.778 - Medical Assistance Program]
12. Identification of whether the award is for research and development. [Not applicable]
13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [Not applicable]

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                      |                    |  |
|----------------------|--------------------|--|
| (1) Cyber Liability: | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County, as additional insured. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed by or on behalf of Contractor under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers, as additional insured. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

**I. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

**J. Verification of Coverage**

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

**11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership,

joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act ( 33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

**32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

**33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

**34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

**36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. Contact Extension**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to Contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$1,777,754.

**2. Drug Free Workplace**

Contractor shall execute the form attached as Exhibit D-1.

**3. Child/Adult Abuse**

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

**4. HIPAA Compliance – Covered Entity to Covered Entity**

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

**5. National Voter Registration**

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-4, indicating that voter registration activities are actively conducted.

**6. Contractor to indemnify County**

Contractor agrees to indemnify, defend, protect, hold harmless, and release County, their elected bodies and officials, agents, officers and employees (collectively referred to in this paragraph as "County"), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of Contractor. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Contractor of any obligation imposed by this section. County shall notify Contractor within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, County's failure to notify Contractor within the thirty (30) day time limit shall not relieve Contractor of any obligation imposed by this section unless Contractor has been actually prejudiced by such delay.

**7. County to indemnify Contractor**

County agrees to indemnify, defend, protect, hold harmless, and release the Contractor, their elected bodies and officials, agents, officers and employees (collectively referred to in this paragraph as "Contractor") from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of County. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. At its sole discretion, Contractor may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this section. Contractor shall notify County within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, Contractor's failure to notify County within the thirty (30) day time limit shall not relieve County of any obligation imposed by this section unless County has been actually prejudiced by such delay.

**8. Each Party to defend itself for concurrent claims**

Contractor agrees to defend itself and County agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of Contractor and County in the performance of this Contract where there is a concurrent claim against both parties. In such cases, Contractor and County agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph E below.

**9. Joint Defense**

Notwithstanding subparagraph C above, in cases where Contractor and County agree in writing to a joint defense, Contractor and County may appoint joint defense counsel to defend the claim, action or proceeding arising out of or including allegations of the negligent act or omission or willful misconduct of County and Contractor in the performance of this Contract. Joint defense counsel shall be selected by mutual agreement of the parties. The parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph E below. The parties further agree that no individual Party may bind another to a settlement agreement without the written consent of all parties.

**10. Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, an individual party may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev.-09/01/94)

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**Crestwood Behavioral Health, Inc. a Delaware for profit corporation**

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The Contract Employee named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contract Employee will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
  - (a.) The dangers of drug abuse in the workplace;
  - (b.) The person's or organization's policy of maintaining a drug-free workplace;
  - (c.) Any available counseling, rehabilitation and employee assistance programs; and
  - (d.) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a.) Will receive a copy of the company's drug-free policy statement; and
  - (b.) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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**CERTIFICATION**

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I, the official named below, certify that I am duly authorized legally to bind the Contract Employee to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

*Elena Mashkevich* 

Contractor Employee Signature

05/14/2020  
03:52 PM EDT

Date

**EXHIBIT D-2**

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of; or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

A full copy of Penal Code section 11166 has been provided to me.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

Signature: Elena Mashkevich 

05/14/2020  
03:52 PM EDT  
Date: \_\_\_\_\_

**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions: Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- |   |  |
|---|--|
| 1. Health facility  | 12. Licensing worker or evaluator  |
| 2. Clinic   | 13. Public assistance worker   |
| 3. Home health agency   | 14. Adult protective services agency   |
| 4. Educational institution  | 15. Patient's rights advocate  |
| 5. Sheltered workshop   | 16. Nursing home ombudsman .....   |
| 6. Camp   | 17. Legal guardian or conservator  |
| 7. Respite care facility  | 18. Skilled nursing facility   |
| 8. Residential care institution including foster homes and group homes  | 19. Intermediate care facility   |
| 9. Community care facility  | 20. Local Law enforcement agency   |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities         |  |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: Elena Mashkevich 

Date: 05/14/2020 03:52 PM EDT

**NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993**

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Company/Organization Name

**Crestwood Behavioral Health, Inc. a Delaware for profit corporation**

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**SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):**

**UNDER CONTRACT WITH** Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

**CERTIFICATION**

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Signature: Elena Mashkevich 

Date: 05/14/2020  
03:52 PM EDT