



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03813-18
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7739
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:

June 1, 2018 to June 30, 2021

3. The maximum amount of this Contract is:

\$13,139,265

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 June 4, 2018.

CONTRACTOR	COUNTY OF SOLANO
Crestwood Behavioral Health, Inc. a Delaware for profit corporation	<i>Birgitta Corsello</i>  06/19/2018 07:53 PM EDT
CONTRACTOR'S NAME	Birgitta E. Corsello
	County Administrator
SIGNATURE	TITLE
Gary Zeyen, Controller	275 Beck Avenue, MS 5-200
PRINTED NAME AND TITLE	ADDRESS
520 Capitol Mall, Suite 800	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Sacramento CA 95814	Approved as to Content:
CITY STATE ZIP CODE	<i>Gerald Huber</i>  06/06/2018 12:09 PM EDT
	Gerald R. Huber, Director
	Health & Social Services Department
	Approved as to Form:
	<i>Bernadette Curry</i>  06/06/2018 01:16 PM EDT
	COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

I. PROGRAM DESCRIPTION

Contractor will provide 23-hour crisis stabilization unit (CSU) services for the County which will include the provision of psychiatric crisis services to Solano County residents who are acutely suicidal, homicidal, or gravely disabled. Services include psychiatric evaluation in person or via telepsychiatry by a qualified prescribing practitioner; the administration of medication; crisis stabilization support including facilitation of placement in inpatient settings and/or discharge to the community.

Crisis stabilization services are outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Year 2018/19.

II. CONTRACTOR RESPONSIBILITIES

1. PROGRAM SPECIFIC ACTIVITIES

- A. Contractor will operate a designated locked 23-hour Crisis Stabilization Unit (CSU) in compliance with all California licensing and regulatory requirements and standards, including California Code of Regulations, Title 9, Section 1840.348 for Crisis Stabilization Services in a space provided for that purpose by the County.
 - 1) Assume physical custody of consumers admitted to the CSU on Welfare and Institutions Code (WIC) § 5150 holds and ensure safe transfer of consumers referred by other custodians including but not limited to: County clinical staff, EMT's, emergency departments and peace officers.
 - a. Upon referral of a transfer from a local Hospital Emergency Department, the CSU Intake Coordinator or responsible party will provide response by telephone to the referring party within one hour of receiving the completed referral packet.
 - b. Contractor will comply with the provisions of WIC § 5150.2 such that whenever a peace officer has transported a person to a designated facility for assessment under Section 5150, that officer shall be detained no longer than the time necessary to complete documentation of the factual basis of the detention under Section 5150 and a safe and orderly transfer of physical custody of the person.
 - c. Contractor will document the transfer on the form provided for this purpose by Solano County Mental Health Quality Improvement.
 - 2) For consumers who voluntarily admit themselves to the CSU the Contractor will develop WIC § 5150 applications as appropriate for CSU consumers who are not able to be stabilized and safely discharged to the community or an appropriate lower level of care and will pursue appropriate inpatient psychiatric hospitalization for those consumers.
 - a. Consumers presenting voluntarily for admission must be screened with a valid risk screening tool, and if appropriate or requested, provided a comprehensive evaluation and offered stabilization services.
 - b. Contractor shall maintain a log of all consumers that voluntarily present at the CSU to include: documentation of purpose of visit; outcome of basic risk screening; and disposition.
 - c. Should this person leave before a WIC 5150 evaluation is complete, nursing staff will determine and document that said person left against medical

advice and determine if further emergent response is needed or other engagement strategies initiated.

- 3) County recognizes that the CSU is primarily a mental health treatment facility and not a medical clinic. Nevertheless, Contractor will make every reasonable effort to ensure that consumers are not transported to emergency rooms for routine medical clearance not required by a 72-hour Lantermann-Petris Short (LPS) designated psychiatric hospital or care unless it is acutely necessary and consumers cannot be safely screened and treated at the CSU without medical intervention beyond the scope of its licensed medical professionals.
- 4) In the following situations an individual may be diverted from the CSU:
 - a. Has an acute medical condition that requires immediate attention and amelioration at a Hospital Emergency Department before psychiatric stabilization can be safely undertaken.
 - b. Is intoxicated because of ingested alcohol or other drugs (AOD), to a degree that renders the consumer unable to participate meaningfully in the process of psychiatric stabilization and whose physical health requires examination in a Hospital Emergency Department.
 - c. Is assaultive and cannot be safely managed in the CSU.
 - d. Perceived psychiatric distress is clearly not attributable to a condition that would be amenable to intervention in a mental health CSU and who does not meet medical necessity criteria for CSU intervention.
- 5) For each consumer admitted to the CSU, Contractor will at a minimum do the following:
 - a. Look up the individual's insurance to determine coverage.
 - b. Look the individual up in the County's electronic health record (EHR) Avatar system to determine if the individual is open to the MHP.
 - c. If the individual is open to the system and open to a County provider, Contractor will print out a Report 117I MH Client Facesheet.
 - d. If the individual is open to the system and open to a County provider, Contractor will review/print out Report 157I Allergies & Medication to view current medication list.
 - e. If the individual is open to the system and open to a County provider, Contractor will review/print out Report 146 Progress Notes to review recent progress notes written by the case manager and/or treating physician.
- 6) Perform a basic psychosocial assessment, including assessment of symptoms related to co-occurring mental health and substance abuse disorders to include:
 - a. Demographic data
 - b. Psychiatric history
 - c. Trauma assessment
 - d. Lethality risk
 - e. Vocational status/history
 - f. Chemical dependency
 - g. Legal issues
 - h. Physical Health Questionnaire
 - i. Medication Usage Questionnaire
 - j. Recreational/Leisure Assessment
 - k. Patient Satisfaction Form
 - l. Spiritual Inquiry
- 7) Confer and consult with community partners including but not limited to law enforcement, emergency departments, County and Contractor mental health providers, outside crisis or suicide hotlines/warm lines, as well as concerned family

members or other community members upon their request about the appropriateness of writing WIC § 5150 holds or appropriate management strategies for consumers.

- 8) Provide mental health services that are person-centered, safe, effective, timely and equitable; supported by friends and the community; promote wellness and recovery; and fully incorporate shared decision-making among consumers, family members and providers with proper consumer consent. Contractor will provide the following services, but not limited to:
 - a. Welcome and Comfort Rooms
 - b. Group intervention strategies, as appropriate
 - c. Deploy a trauma-informed approach
 - d. Peer mentoring and counseling
 - e. Spiritual Support
 - f. Yoga, medication, and relaxation education and support, and
 - g. Wellness counseling
- 9) From a Quality Improvement perspective, review all WIC § 5150 holds periodically as appropriate for all consumers on the unit who are detained on holds and are awaiting placement in a designated 72-hour accepting psychiatric facility, whether placed by Contractor's employees or community partners who may legally write WIC § 5150 holds.
- 10) Contractor staff who will evaluate, write, or release a WIC § 5150 hold at the CSU must be certified by Solano County. Holds may only be dropped by 'Designated' Contractor personnel with appropriate licensure and qualifications in accordance with the contractor and Solano County Policy and supported by a clinical evaluation.
- 11) Employ evidence-based crisis intervention and acute stabilization strategies.
 - a. Dialectical Behavioral Therapy (DBT)
 - b. Wellness and Recovery Action Plans
 - c. Dual recovery models
- 12) Provide robust pharmacological, psychological and behavioral management of emotional disturbance, psychosis and acute states of danger to self or others in the CSU.
- 13) When medically indicated, employ psychotropic medications, including parenteral medications, with the consent of the patient, guardian or conservator, or in such cases as may constitute a psychiatric emergency when consent cannot be reasonably given and withholding medication would place such a patient in danger of great harm to self or others.
 - a. An eligible prescribing provider will be available either in-person or via telepsychiatry to evaluate consumers who have been placed on a 5150 hold, 7 days per week 10 hours per day.
 - b. Contractor shall make every reasonable attempt not to change medications prescribed by patient's psychiatrist or primary care physician (if psychotropic medication has been prescribed) without first consulting with patient's care provider/s. Any changes should also be reflected in Avatar for the treating provider to review at a later time.
 - c. Contractor shall restrict medications to those listed in the Partnership Health Plan Formulary except under unusual circumstances when County designee may assist.
- 14) Initiate family and natural support resource mobilization upon consumer consent.
- 15) Screen consumers for Full Service Partnership (FSP) status.
 - a. Consumers who are enrolled in FSP programs who are in need of emergent or urgent care during non-work hours shall be evaluated and triaged with immediate notification of their FSP Primary Service Coordinator/Case

- Manager within the first three hours of the individual's stay. Such notification may consist in a phone call, an encrypted email, or fax.
- b. Train and instruct Contractor staff in use of Crisis Management Plans for all FSP consumers, and shall check, upon admission of an FSP client, whether a given individual has such a plan on file, and to the extent possible, follow the plan.
- 16) Consumers who are enrolled in the Mental Health Plan (MHP) who are in need of emergent or urgent care shall be evaluated and treated with immediate notification to the Primary Service Coordinator/Case Manager/Program within the first three hours of the individual's stay. Such notification may consist in a phone call, an encrypted email, or fax.
- a. In the event that the consumer's MHP Case Manager placed consumer on the WIC § 5150, Contractor will communicate with the MHP Case Manager to collaboratively develop an appropriate discharge plan.
- 17) Contractor shall ensure that minors, 17 years or younger, are not in physical contact with adult consumers on the CSU at any time. Contractor will design staffing and facilities to achieve maximum flexibility in age, gender and acuity mix of consumers admitted to the CSU and shall not establish an arbitrary number of admissions dedicated to consumers of any specific age category, gender or level of acuity. To further assist children/youth in feeling comfortable and safe on the unit Contractor will:
- a. Use developmentally appropriate styles of communication and methods of interacting including non-threatening activities such as use of apps, video games, books, games, etc.
 - b. Include parents and caregivers in the treatment and planning for the minor.
- 18) If a consumer can be treated outside of an inpatient setting, the lowest level of care appropriate should be utilized. The Contractor should refer to the Crisis Residential Treatment program when clinically appropriate in order to divert from inpatient psychiatric hospitalization and/or the Crisis Aftercare program, Overnight Peer Respite program, or any other appropriate service approved by the County.
- 19) Verify the consumer's insurance and county of responsibility, ensuring that the Contractor only authorizes inpatient psychiatric treatment for consumers who are the responsibility of Solano County.
- a. If a consumer has private insurance, Contractor will make and document all efforts to contact consumer's insurance for authorization for payment and/or placement.
 - b. If consumer's county of responsibility is not Solano County, Contractor will make and document all efforts to contact the consumer's county of responsibility for authorization for payment and/or assistance with accessing inpatient placement.
 - c. Authorization for payment is indicated by signature on the RIPH. Solano County payment for authorization is not allowable for consumers who have private insurance or Medi-Cal from another County. Any exception must be expressly approved by the County program designee.
 - d. Consumers with Medicare or Solano County Medi-Cal should be hospitalized at a facility that aligns with the payor source.
 - e. Contractor will make all attempts to reduced unnecessary utilization of non-Medi-Cal beds for Medi-Cal eligible consumers.
- 20) For Solano Medi-Cal beneficiaries, seek beds first in the Crestwood Psychiatric Health Facility (PHF), then in any other available Medi-Cal eligible psychiatric hospitals approved by County for consumers subject to WIC § 5150 holds. In the

event a Medi-Cal eligible placement is not available, Contractor may locate an alternative facility. Placement in such a non-Medi-Cal facility shall be the financial responsibility of the County; however excessive placement in psychiatric inpatient units without Medi-Cal reimbursement could require a corrective action plan if it is demonstrated that such placement was unnecessary due to the availability of other Medi-Cal reimbursable options at the time. Contracted facilities are preferred for County-responsible admissions.

- a. For consumers with Medicare insurance, verify the number of bed days available, and make efforts to place in Medicare approved facilities, which does not currently include the Crestwood PHF or CBH Deer Park.
 - b. Contractor will not place privately insured consumers in the Crestwood PHF unless an expressed exception is provided by County designee.
 - c. Contractor will use the County's "Decision Tree" process and will include a completed decision tree form in each placement packet.
 - d. Contractor shall assure that hospitalization rates of consumers held pursuant to WIC § 5150 is appropriate through Contractor's internal concurrent review processes.
 - e. Contractor will participate in retrospective reviews by County to assure that each hospitalization is medically necessary and could not be averted, that placement in Medi-Cal reimbursable beds is optimal, and that overstays are nonetheless avoided except when absolutely necessary.
- 21) Contractor will arrange for appropriate transportation for consumers to receiving LPS designated psychiatric facilities and will coordinate with receiving hospitals to facilitate safe transfer.
 - 22) Contractor shall provide the County Hospital Liaison Unit copies of placement packets for each individual placed in an inpatient facility before the end of the shift, but no more than 12 hours of placement.
 - 23) Engage in effective discharge planning as demonstrated by providing linkage, referral and consultation with resources outside of the CSU including the County's internally operated mental health programs, contracted mental health programs, County substance abuse, law enforcement, emergency departments, community-based organizations and spiritual leaders, among others.
 - 24) Facilitate access to consumers by Solano County's Patient's Rights Advocates and vice versa.
- B. Contractor will staff and operate the CSU in compliance with all California licensing and regulatory requirements and standards, including California Code of Regulations, title 9, section 1840.348 for crisis stabilization services.
- 1) Pre-qualify its personnel by appropriate health, substance use, security and background screens, including driving record, and will provide results to County's Health & Social Services Administration or Special Investigations Branch (SIB) upon request. All employees must meet County standards for Live Scan and other appropriate background clearance and will receive County ID badges that must be worn at all times while on County premises or conducting Contractor's business while representing County. This paragraph should not be construed to alter in any way the independent contractor relationship established in Section 11 of Exhibit C to this Contract.
 - 2) Develop recruitment and retention initiatives to provide program staffing that is reflective of and responsive to the cultural and linguistic needs of the CSU and target population, and to ensure that staffing remains appropriate at all census levels.
 - 3) Contractor will train and certify all CSU staff in the following areas:

- a. First aid and CPR at the Medical Providers level of the American Heart Association or equivalent, including instruction in the use of the Automated External Defibrillator (AED).
 - b. Customer service related training and training specific to working with mental health consumers.
 - c. Emergency and disaster planning and response.
 - d. Mandated reporting requirements.
 - e. Legal and ethical issues relevant to treatment in the CSU.
 - f. Mental health crisis assessment and treatment.
 - g. Compliance training related to documentation, claiming, and billing practices.
 - h. Management of Assaultive Behavior/de-escalation training.
- C. Contractor will designate a Program Administrator during normal County business hours and an Administrator on call 24/7/365 who shall respond to pages by designated County staff and CSU program staff within 15 minutes by telephone or in person to consult concerning urgent problems and their resolution.
- D. Notify the County designated CSU liaison when consumers have exceeded 24 hours (“overstay”) on the unit due to delays in obtaining inpatient admission. Contractor staff should document in detail the efforts to place in an appropriate facility and the barriers to placement.
- E. Notify the County designated CSU liaison or other administration staff immediately if CSU goes on “diversion” due to excessive census and it is necessary to turn away consumers. Before turning away any consumers who present at the CSU site during a diversion period, the CSU conduct reasonable risk assessment. If a consumer is at high risk of suicide or homicide, instruct police or other persons accompanying the individual that they must report to nearest E.D.; document risk assessment and disposition, and notify County designated CSU liaison or administration immediately by email. Written documentation must include alternative disposition and presence or absence and level of suicidality/homicidality. If imminent risk is identified, Contractor will ensure that consumer is placed on a 5150 and transported safely to nearest emergency room.
- F. Identify high users and collaborate with the County in developing consumer-specific treatment approaches.
- G. Participate in the County’s LPS monthly meeting and other such meetings as County may designate, providing such data or information as may be requested.
- H. Contractor shall ensure that the County “CSU Consumer Satisfaction Evaluation” forms are available on the unit—posted in an area that is accessible and that consumers are freely able to complete the evaluations anonymously.
- 1) The County will provide the evaluation tool and the evaluation receptacle.
- I. Contractor shall ensure the safety of consumers, family members, visitors and staff at the CSU.
- 1) Use of a no-restraint room and wellness tools to address the needs of consumers who are agitated or experiencing a trauma.
 - 2) Utilize every resource to assist the consumer in self- management.
 - 3) Notify the client’s support system, conservator or case manager for support and assistance in determinate the most effective intervention.
 - 4) Use medication as appropriate to address agitation.
 - 5) Maintain appropriate records demonstrating accordance with Contractor policy for all use of seclusion and restraint.
 - 6) Provide unarmed security 24/7 to assist Contractor in maintaining safety and good order at the CSU.

- 7) Implement a protocol for security screening and control of persons and belongings upon admission to the CSU including strategies for safeguarding personal property, vector control and transferring contraband to law enforcement.
- 8) If the census or acuity of the admitted population warrants, additional staff may be required, beyond the minimum ratios in order to provide appropriate care.
- J. Maintain a clinical record within the County's Avatar system in accordance with all applicable County, State and Federal regulations. Records shall clearly document medical necessity for treatment. Any records shall be maintained in a form that anticipates transfer to the County's Netsmart Avatar Electronic Health Record (EHR) System and Order Connect for e-prescribing. Upon implementation of the forms specific to Contractor needs, Contractor will utilize the County's EHR system for the majority of the charting to include at a minimum:
 - 1) Client look up and admission process
 - 2) Chart review of existing medical record
 - 3) Timely completion of progress notes summarizing their needs and services
 - 4) Biopsychosocial Assessment or Inter-Disciplinary Assessment
 - 5) Physician evaluation
 - 6) Order Connect for e-prescribing and logging medication changes
- K. Serve as Solano County's Access Line after- hours (after 5pm to 8:30am) telephone service on weekdays, weekends, and County holidays and when initial requests for services are made directly to the CSU. The County is developing an Avatar screen that when complete will represent appropriate documentation of the telephone call. Telephone access duties shall include the following:
 - 1) Conducting brief evaluation of consumers' needs.
 - a. Triage cases and assigning an initial routine or emergent status.
 - 2) For all requests for service, provide an explanation of how to access specialty mental health services, including how to obtain an initial intake assessment to determine medical necessity for ongoing behavioral health care.
 - 3) Provide information regarding the Solano County Problem Resolution Process as needed.
 - 4) Utilize translation services when bilingual triage staff are unavailable to ensure that linguistic needs of callers are met.
 - 5) Complete referral forms for all calls received on the Access line and faxing forms to Solano County Access unit for follow up and date entry.
 - 6) Log all after-hour Access calls per Solano County Quality Improvement requirements.
 - 7) The Contractor is responsible to ensure that all new Contractor employees are trained on the after-hour call protocol and may request additional training and support from the County Access Unit Supervisor or designee.

2. GENERAL ACTIVITIES

- A. Ensure that service is individualized and based upon the need of each consumer and in accordance with the County MHP level of care system.
- B. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- C. Maintain documentation/charting according to industry standards. For all consumers 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 manual.

- D. Ensure that direct clinical services are provided by a multi-disciplinary team including licensed physicians, nursing staff, licensed psychiatric technicians, registered/ waived clinicians, trained support counselors, and peer/family support specialists.
 - 1) Assessment activities that include assigning a diagnosis can only be provided by licensed or license eligible staff. RN staff may be eligible to assign a diagnosis in provided they meet the following criteria: have had psychiatric training, or have 2 years in the field of MH
 - 2) If Contractor employs staff with less education than a BA 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.
- E. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- F. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measures and tools will remain in effect until County officially notifies Contractor of a change in practice. Contractor will work with County Contract Manager and MHP Quality Improvement when implementing additional measures.
- G. Offer hours of operation during which services are provided to Medi-Cal mental health consumers that are no less than the hours of operation offered to commercial insurance mental health consumers, or comparable to Medicaid fee-for-service if Contractor serves only Medi-Cal mental health consumers.
- H. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how mental health consumers can access 24/7 services (e.g. crisis stabilization unit phone number and the after-hours phone lines for full services partnerships) when medically necessary.
- I. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- J. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on Contractor's material, Contractor will include a copy of the County seal as well as the MHSA logo.
- K. Be responsible for the day-to-day janitorial needs of the CSU.
- L. Notify County of any major facility maintenance needs of the CSU, Major maintenance is defined as any repair anticipated to cost more than \$1,000.

3. PERFORMANCE MEASURES

- A. Contractor will provide linkage/referral services to at least 90% of consumers being discharged from the CSU to the community as documented in the chart.
- B. At least 70% of the consumers who complete the CSU Satisfaction Evaluation will report overall satisfaction with the services received as evidenced by endorsing "Agree" on question #6 on the evaluation.
- C. Contractor will make efforts to ensure that appropriate inpatient facilities are used for consumers requiring hospitalization as evidenced by at least 95% of the placement packets including a completed "Solano County Decision Tree" form.
- D. For after-hours access calls, at least 90% of the test calls made will pass the threshold of meeting the DHCS criteria of:
 - 1) Utilize translation services to ensure that linguistic needs of callers are met.
 - 2) Conducting brief evaluation of consumers' needs; triaging cases and assigning an initial routine or emergent status.

- 3) For all requests for service, provide an explanation of how to access specialty mental health services, including how to obtain an initial intake assessment to determine medical necessity for ongoing behavioral health care.
- 4) Provide information regarding the Solano County Problem Resolution Process as needed.

4. REPORTING REQUIREMENTS

- A. Collect, compile and submit monthly MHSA agreed upon contract deliverables and consumer demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee.
 - 1) Submit the monthly Service Delivery Reporting Form which includes:
 - a. Number of unduplicated consumers served.
 - b. Number of services provided per specific program activities: acute crisis services, urgent medication clinic and telepsychiatry.
 - c. Unduplicated count of consumers served in each program activity acute crisis services, urgent medication clinic and telepsychiatry.
 - 2) Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
 - a. Age group
 - b. Race
 - c. Ethnicity
 - d. Primary Languages
 - e. Sexual orientation
 - f. Gender assigned sex at birth
 - g. Current gender identity
 - h. Disability status
 - i. Veteran status
- A. Prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The following information should be included:
 - 1) Compilation of all biannual/annual data.
 - 2) Narrative of collaborative aspects of the program, if applicable.
 - 3) Agreed upon client outcomes and benchmarks for success.
 - 4) Any challenges or barriers to the provision of services.

5. CONTRACT MONITORING MEETINGS

- A. Contractor's designee will meet regularly with the County designated CSU Program Liaison to review specific consumer cases, monitor CSU census, review process for placing consumers in inpatient settings, address barriers or challenges.
- B. Meet with County Contract Manager and/or designee on at least a quarterly basis, or more frequently as needed, to assess program demographic and outcome data, discuss challenges, barriers, and successes, assess fiscal status, and identify recommendations for program.

6. 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 consumers, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform consumers 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.
- C. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with California Code of Regulations, title 22, section 70707, California Welfare and Institutions Code section 5325.1 and 42 Code of Federal Regulations.

7. CULTURAL COMPETENCE

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

- A. Contractor shall provide services pursuant to this agreement 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 Competence Plan provisions including, but not limited to:
 - 1) Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - 2) Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - 1) Contractor shall provide services in the preferred language of the consumer 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 consumer or family expressly refuses the interpreter provided.
 - 2) Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - 3) Contractor will provide informational materials as required by Section 9.D below, legal forms and clinical documents that the consumer or family member may review and/or sign shall be provided in the consumer/family member's preferred language whenever possible.
 - 4) Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - 1) Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.

- a. On a monthly basis, Contractor will provide County Quality Improvement with an updated list of all staff and indicate the most recent date of completing Solano MHP approved Cultural Competence Training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving Cultural Competence training, should also be provided to County Quality Improvement at that time.
- 2) 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 in terms often used in the mental health field is recommended.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES

A. 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 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.
 - a. 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*.
- 3) Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal consumers.

B. Staff Credentialing:

- 1) All Contractor staff providing services that are entered into the County billing and information system must have their names and other required information communicated to County Quality Improvement using County Staff Master form.
- 2) Contractor will provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
- 3) Contractor will notify County Quality Improvement when a staff provider will be terminating and will demonstrate a good faith effort to notify in writing all consumers who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

C. Informing Materials:

- 1) Informing materials include Solano County MHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
- 2) Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
- 3) Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats. (audio and large font)
- 4) Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
 - a. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County MHP Quality Improvement, must be attached to all written materials provided to those requesting services.

- b. Page of taglines must also be available in large print (font no smaller than 18 pt) for those with visual impairments.
 - D. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the 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.
 - 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*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *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 consumers 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", "Mental Health Service Act Issues Form", and the "Request to Change Service Provider". Contractor shall aid consumers 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 consumer 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 consumers 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.
 - 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 fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.

- 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.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and COUNTYHSS 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 30th 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 Crisis Evaluations – Contractor will internally review at least 25% of all Evaluations. 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 Committees.
 - 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.
- 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 Agreement.

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 consumers receiving services, and other data relating to all matters covered by this Agreement.

K. Service Verification:

- 1) Contractor will submit an executed copy of Contractor Service Verification Policy once created, and will provide revised policy any time policy is revised/updated.
- 2) Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*.
- 3) Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.

L. 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 interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.

M. 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 15th each Fiscal Year for the training the year prior.

N. 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.

O. 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 consumers
 - b. Expected service utilization
 - c. Number and types of providers needed in terms of training, experience and specialization
 - d. Geographical location to consumers in terms of distance, travel time, means of transportation typically used by consumers, and physical access for disabled consumers
 - e. Contractor ability to communicate with limited English proficient consumers in their preferred language

- f. Contractor's ability to ensure: physical access, reasonable accommodations, culturally competent communications, accessible equipment for consumers with physical or mental disabilities
 - g. Available triage lines or screening systems
 - h. Use of telemedicine or other technological solutions, if applicable
- 2) Additional areas of monitoring include:
- a. Blocked billing due to missing treatment plans or MH diagnosis that results in lost revenue

9. 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. Contractor and staff will be responsible for only accessing consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff has a specific business purpose for accessing. All attempts to access consumer data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.
- 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.

III. COUNTY RESPONSIBILITIES

County will:

- 1. Provide Contractor appropriate space sufficient for Contractor to carry out its duties and meet its obligations under this Contract at 2101 Courage Drive, Fairfield, CA, 94533.
- 2. If there is damage to the building the County designee will submit requests to have General Services repair the damage. If there is a safety issue due to the damage reported every effort will be made to have the repair completed same day.
- 3. Identify a County designated CSU Program Liaison, as well as back-up designees, to work closely with CSU leadership and staff.
- 4. Train and designate an appropriate number of Contractor's clinical staff to write and review WIC § 5150 holds and monitor the P&P's for placing and reviewing.
- 5. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
- 6. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system.
- 7. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
- 8. Schedule and monitor monthly test calls to assure that the Contractor is in compliance with the after-hours Access Line call requirements. Test call results will be shared with the Contractor in order to highlight both good and poor performance, identifying any training or supervision issues.
- 9. Collect consumer satisfaction evaluations and compile/report out results to Contractor.
- 10. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.

11. Provide feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
12. Provide a washer and dryer in the CSU.
13. Provide the CSU facility in a broom-clean condition prior to Contractor beginning operations.
 - A. Be responsible for all major maintenance repairs to the facility.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- D. 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 agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. 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. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are

approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10.02% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or up to 10.02% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts

2. BILLING EXPECTATIONS

- A. Contractor shall have the obligation and responsibility to determine any available revenues from all possible sources other than the County that can be claimed for reimbursement for treatment of services provided under this Contract. Such revenues shall include, but are not limited to, Short Doyle Medi-Cal, patient fees, patient insurance, Medicare and payments from other third party payers. Contractor shall provide the County with the necessary payer financial information in a form and manner prescribed by the County so that all revenues can be claimed timely. Amounts of claims against other revenue sources which remain unpaid due to untimely, incomplete, or improper information received from the Contractor shall be recouped from the Contractor.
- B. Determination of patient eligibility for coverage under Medicare and other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such determination.
- C. Contractor understands and agrees that Contractor and any subcontractors will bill Short Doyle Medi-Cal for services provided. The authorized billing codes are listed in Exhibit B-2 as Contract Billing Codes.

- D. Contractor will enter services into Avatar, the County approved computerized billing system. County will provide Contractor access to Solano County's computerized billing system.
- E. Contractor will submit adequate supporting documentation as to Medi-Cal services provided no later than sixty (60) days after the last day of the month in which those services were provided.
- F. County will reconcile supporting documentation with the services in Avatar. Documentation not accurately reconciled to services in Avatar will be returned to the contractor for corrections to be resubmitted within thirty (30) days.
- G. Periodically, Contractor will meet with County to review Medi-Cal reimbursable units and any disallowances. The amount of disallowances identified from the Avatar will be deducted from a following months invoice provided that the disallowance was due to delays in Contractor providing County the necessary information for billing.

2. 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.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight line method of depreciation (refer to CFR Part 200.436).

4. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report 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 County.
- E. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for client supports. DMH Letter No. 06-08, incorporated by this reference, outlines the need and definition of the new service function codes which have been added:
 - Service Function Code 70 – Client Housing Support Expenditures*
 - Service Function Code 71 – Client Housing Operating Expenditures*
 - Service Function Code 72 – Client Flexible Support Expenditures*
 - Service Function Code 75 – Non-Medi-Cal Capital Assets*
 - Service Function Code 78 – Other Non-Medi-Cal Client Support Expenditures*

This information will be required at the same time that the annual cost report is due to the County.

6. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- 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.

7. SUBRECIPIENT MONITORING AND MANAGEMENT

- 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 B-1 BUDGET DETAIL AND PAYMENT PROVISIONS	
START UP Costs	Budget
Artwork, tiles for trauma services	8,000
IP Cameras	15,000
Furniture/Mattresses/gaming furniture/outdoor furniture	40,000
Signage	6,000
IT Start-up – servers, routers, smartboard, cell phones, lap tops, desktops	49,833
TV/Bulletin Boards/Gaming	12,000
Total start up budget	\$130,833

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS
YEAR 1 FY2018-2019

DIRECT COSTS

For Service Delivery of Contracted Services

A. Personnel Expenses		
Job Title	FTE	Total
Administrator	1.0	130,000
Clinical Director	1.0	104,000
Director of Nursing	1.0	104,000
QA/Med Records	1.0	52,000
RN	3.0	280,320
LVN/LPT	3.0	245,280
Recovery Coach-Peer/Driver	10.5	393,120
Service Coordinator	3.0	157,680
Dual Diagnosis Specialist	1.0	33,280
Office Manager	1.0	52,000
Licensed Nursing Supervisor	1.0	72,800
Family Partner	.50	16,640
Children Specialist	.30	8,320
Housekeeper	1.5	49,000
Total Salaries	28.8	1,698,440
Total Fringe Benefits (40%)		679,376
Total Personnel Expenses (Salaries + Fringe Benefits)		\$2,377,816
B. Operation Expenses		
Line Item		Total
Office Supplies		24,000
Program Supplies		24,000
Telephone and Communication		24,000
Food		40,800
Postage/Copying		12,000
Travel		6,000
Transportation		6,000
Training/Conferences		12,000
Translation Services		6,000
Medical Waste		6,000
Equipment Replacement		3,000
Total Operation Expenses		\$163,800
C. Indirect Expenses		
Indirect Costs	10.02%	\$254,670
D. Sub-Contractor Expenses		
Pharmacy		12,000
Linens		18,000
Lab Services		12,000
Consulting		60,000

Doctors		1,000,000
Children/Adolescent Psych		300,000
Total Sub-Contractor Expenses		\$1,402,000
Total Budget		\$4,198,286

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS
YEAR 2 FY2019-2020

DIRECT COSTS

For Service Delivery of Contracted Services

A. Personnel Expenses		
Job Title	FTE	Total
Administrator	1.0	132,600
Clinical Director	1.0	107,640
Director of Nursing	1.0	107,640
QA/Med Records	1.0	53,820
RN	3.0	285,644
LVN/LPT	3.0	250,280
Recovery Coach-Peer/Driver	10.5	406,879
Service Coordinator	3.0	160,820
Dual Diagnosis Specialist	1.0	34,445
Office Manager	1.0	53,820
Licensed Nursing Supervisor	1.0	75,348
Family Partner	.50	17,222
Children Specialist	.30	8,611
Housekeeper	1.5	50,715
Total Salaries	27.5	1,745,484
Total Fringe Benefits (40%)		698,194
Total Personnel Expenses (Salaries + Fringe Benefits)		\$2,443,678
B. Operation Expenses		
Line Item		Total
Office Supplies		24,840
Program Supplies		24,840
Telephone and Communication		24,840
Food		42,228
Postage/Copying		12,420
Travel		6,210
Transportation		6,210
Training/Conferences		12,420
Translation Services		6,210
Medical Waste		6,210
Equipment Replacement		6,000
Total Operation Expenses		\$172,428
C. Indirect Expenses		
Indirect Cost		\$262,134
D. Sub-Contractor Expenses		
Pharmacy		12,420
Linens		18,630

Lab Services		12,420
Consulting		62,100
Doctors		1,035,000
Children/Adolescent Psych		310,500
Total Sub-Contractor Expense		1,451,070
Total Budget		\$4,329,310

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS
YEAR 3 FY2020-2021

DIRECT COSTS

For Service Delivery of Contracted Services

A. Personnel Expenses		
Job Title	FTE	Total
Administrator	1.0	137,241
Clinical Director	1.0	111,407
Director of Nursing	1.0	111,407
QA/Med Records	1.0	55,704
RN	3.0	295,642
LVN/LPT	3.0	259,040
Rehab Assists-Peer/Driver	10.5	421,120
Service Coordinator	3.0	166,449
Dual Diagnosis Specialist	1.0	35,651
Office Manager	1.0	55,704
Licensed Nursing Supervisor	1.0	77,985
Family Partner	.50	17,825
Children Specialist	.30	8,912
Housekeeper	1.5	52,490
Total Salaries	29.0	1,806,576
Total Fringe Benefits (40%)		722,630
Total Personnel Expenses (Salaries + Fringe Benefits)		\$2,529,208

B. Operation Expenses		
Line Item		Total
Office Supplies		25,709
Program Supplies		25,709
Telephone and Communication		25,709
Food		43,706
Postage/Copying		12,855
Travel		6,427
Transportation		6,427
Training/Conferences		12,855
Translation Services		6,427
Medical Waste		6,427
Equipment Replacement		6,210
Total Operation Expenses		\$178,461

C. Indirect Expenses		
Indirect Cost		\$271,308

D. Sub-Contractor Expenses		
Pharmacy		12,855
Linens		19,282

Lab Services		12,855
Consulting		64,274
Doctors		1,071,225
Children/Adolescent Psych		321,368
Total Sub-Contractor Expense		1,501,859
Total Budget		\$4,480,836

**EXHIBIT B-2
BILLING CODES**

Avatar Service					
Code	Mode	Service Function Code	Description	Unit of Service	
S9484	10	25	Crisis Stabilization	per hour	
99499	15	00	Non-billable service		

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. 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:

(Including operations, products and completed operations.) | \$2,000,000 | 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: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | 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: | \$1,000,000 | 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. 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 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. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is 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 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 said 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.

B. 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 said 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.

C. 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 Agreement 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.

D. 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 Agreement. 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.

E. Reimbursement and/or Reallocation

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

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 consumers 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. CONTRACT 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 \$1,120,209.

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 (HIPAA)

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.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Crestwood Behavioral Health, Inc. a Delaware for profit corporation

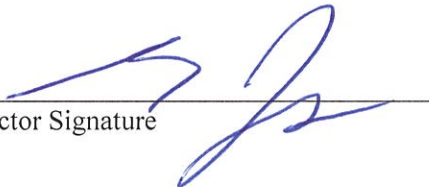
Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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.
-

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor Signature



County of Solano
Standard Contract

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical 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.

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

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Contractor Signature

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a large, loopy flourish.

County of Solano
Standard Contract

EXHIBIT D-3

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.

Contractor Signature



EXHIBIT D-4

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Crestwood Behavioral Health, Inc. a Delaware for profit corporation

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.

Contractor Signature

