

Administering Agency: Nevada County Health and Human Services Agency, Behavioral Health Department

Contract No. _____

Contract Description: Institute for Mental Disease (IMD) Services / Special Treatment Program (STP) Services, Mental Health Rehabilitation Center (MHRC) Services, Transitional Residential Services (TRS) or other such services as per the licensure of the facility to mentally disabled adults as referred and authorized for treatment by Nevada County.

PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of **June 15, 2021** by and between the County of Nevada, ("County"), and **CRESTWOOD BEHAVIORAL HEALTH, INC.** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of

this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of

Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support

functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
 - 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or

audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of

demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and

criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County Behavioral Health Department
Address: 500 Crown Point Circle, Suite 120
City, St, Zip Grass Valley, CA 95945
Attn: Phebe Bell

Email: Phebe.Bell@co.nevada.ca.us
Phone: (530) 470-2784

CONTRACTOR:

Crestwood Behavioral Health, Inc.
Address 520 Capital Mall, Suite 800
City, St, Zip Sacramento, California 95814
Attn: Elena Mashkevich, Director of
County Contract
Email: Elena.Mashkevich@cbhi.net
Phone: (916) 764-5310

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: CRESTWOOD BEHAVIORAL HEALTH, INC.

By: _____ Date: _____

Name: Elena Mashkevich

* Title: Director of County Contracts

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

Exhibit E: Schedule of HIPAA Provisions

EXHIBIT "A"
SCHEDULE OF SERVICES
CRESTWOOD BEHAVIORAL HEALTH, INC.

Contractor agrees to provide community mental health services for mentally disordered persons pursuant to the California Welfare and Institutions Code and as it may be amended from time to time by the California Legislature to the County Behavioral Health Department.

SECTION A:

Contractor agrees to accept patients referred by County if patient meets Contractor's criteria for Skilled Nursing Care. Contractor shall provide the services set forth below:

I. SNF/STP BASIC CARE SERVICES

Basic Services consist of usual and customary Skilled Nursing Facility services plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, Section 72443-72475.

Special Treatment Programs are designed to service clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require constant supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self help skills, behavioral adjustment, interpersonal relationships, pre-vocational preparation and alternative placement planning.

Facilities shall have the capability of providing all the following services. However, services provided to individual clients will be dependent upon the client's specific needs as identified in the client's treatment plan.

1. Self-Help Skills Training. This shall include but not be limited to:
 - a. Personal care and use of medications
 - b. Money management
 - c. Use of public transportation
 - d. Use of community resources
 - e. Behavior control and impulse control
 - f. Frustration tolerance
 - g. Mental Health education
 - h. Physical fitness
2. Behavior Intervention Training. This shall include but not be limited to:
 - a. Behavior modification modalities
 - b. Re-motivation therapy
 - c. Client government activities

- d. Group counseling
- e. Individual counseling
- 3. Interpersonal Relationships. This shall include but not be limited to:
 - a. Social counseling
 - b. Educational and recreational therapy
 - c. Social activities such as outings, dances, etc.
- 4. Prevocational Preparation Services. This shall include but not be limited to:
 - a. Homemaking
 - b. Work activity
 - c. Vocational counseling
- 5. Pre-release Planning
 - Out-of-home placement
- 6. Direct Services
 - A minimum average of 27 hours per week of direct group or individual program service will be provided for each client.

II. PATCH SERVICES

County and Contractor shall review each case to determine those clients who meet the following criteria, which require additional care.

Nursing Care:

- Vital signs
- Injections (Insulin or other)
- Lab draws
- Blood glucose monitoring
- Wound care
- Requires ostomy care
- Requires colostomy care
- Requires catheter care
- Requires trach care
- Management of oxygen
- Monitoring of respiratory function
- Must be turned in bed
- Requires post-operative care

Other

Special Needs:

Special needs will be identified
by Contractor or County as necessary

Activities of Daily Living:

Requires assisted feeding
Incontinent of urine
Incontinent of feces
Needs toileting
Requires assistance with ambulation
Requires gait supervision/monitoring
Requires assistance with bathing
Requires assistance with grooming
Requires assistance with dressing
Refuses or resists medication
Refuses or resists nursing care
Requires behavioral management/control

Other

County and Contractor shall agree on individual client needs using criteria, then Contractor shall be entitled to "patch" funds as outlined in Exhibit B.

III. COMBINED SERVICES

A. Reports

1. Contractor agrees to provide County with any reports, which may be required by State or Federal agencies for compliance with this Agreement.
2. Contractor shall submit a year-end program summary and evaluation in a format to be provided by County.
3. Contractor shall provide County with a year-end cost settlement report no later than sixty (60) days after the close of each fiscal year as determined by the term of this Agreement.
4. Contractor shall provide County Client Data System's hard copy report monthly by the 25th of each month following month of services.

B. Admission Policies

The client population to be served is adults with chronic mental illness in need of long-term 24-hour psychiatric services.

1. In order for proper reimbursement all referrals to Contractor must be authorized by County Mental Health Director or his/her designee.
2. If admission is denied, the County Mental Health Director or his/her designee shall be immediately notified and shall be informed of the reasons leading to the denial.
3. Nondiscrimination: Personnel employment and services under this Contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

C. Bed Holds

In return for Contractor holding a bed for a County-referred patient, County agrees to pay a rate comparable to the Medi-Cal rate per day for each day the bed is held.

County and Contractor agrees that procedure for authorization of a bed hold and reimbursement for same shall be as follows:

1. County will screen referral to Contractor for appropriateness, complete required documentation, and forward to Contractor's Program Director.
2. Contractor will accept referral, as appropriate, and if bed is not available, will place patient on waiting list.
3. As soon as Contractor has a bed available that will meet the needs of County's patient, Contractor will notify County by phone that the bed is available for patient on the waiting list.
4. Notification of bed availability by Contractor must be made to the County's Case Manager assigned to Contractor, or in his/her absence, to County's Program Manager for Continuing Care. Contractor will hold the bed until the County's patient arrives, up to seven days, and the County is thereby agreeing to reimburse Contractor at the daily Medi-Cal rate for each day the bed is held up to seven (7) days.
5. Contractor's monthly claim to County shall include the number of patient days to be paid at this rate, the patient's name and the name of County staff authorizing the bed hold.

D. Miscellaneous Special Provisions

1. If acute psychiatric or medical care is indicated, Contractor will be responsible for admission of the patient to an acute inpatient either locally, for medical care, or patient's County for acute psychiatric care.
2. Ongoing case management services remain the responsibility of the County.
3. If County representative or Contractor deem patient no longer appropriate for this psychiatric program placement of patient remains the responsibility of County.
4. Any transportation costs incurred that are not covered by third party reimbursement is the responsibility of County.
5. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.)and the Federal Water Pollution Control Act (33 U.S.C.1252 et seq.).
6. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

E. Changes in Level of Services

In conjunction with the County Mental Health Director or his designee, Contractor will reassess each County client at least every ninety (90) days to determine current level of functioning and individual program needs.

Contractor shall submit a quarterly evaluation and assessment to Director using Form CHI 231 - "Certification for Special Treatment Program Services" for Director's approval for continued services.

This report shall clearly document client's current level of functioning and continued program needs. If Director disagrees with Contractor's quarterly evaluation and assessment, Director shall contact facility requesting modified treatment plan to be submitted before continued treatment will be authorized.

F. Prior Authorization

1. Form

County shall develop a prior authorization form which must be completed for each client admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear client identification, admission date, County approval of the admission, Contractor commitment to reimburse Contractor for care as set forth in this Exhibit.

2. Process

County liaison shall provide Contractor with a completed authorization form prior to each client admission. A client may be admitted without a completed authorization form on the basis of verbal authorization from the county liaison by mutual consent

of the County and Contractor provided County supplies a completed form within three (3) days from the date of admission.

SECTION B:

A. Long term 24-hour Special Treatment Program

Contractor shall provide a 24-hour long term Special Treatment Program at various Crestwood facilities. The 24-hour long term Special Treatment Programs are services directed at improving the living skills of clients with persistent mental disorders. The goal is to assist clients in meeting their rehabilitation goals, and re-integrating them back into their home community. The Programs are designed help clients obtain their highest level of independence in the community. The program is centered around client need and focuses on rehabilitation.

Target Population and Facility Specialties:

a. General population description:

- 1) Mentally ill adult residents of Nevada County.
- 2) Clients in need of 24-hour psychiatric care and supervision.
- 3) Persons requiring enhanced services due to maladaptive behaviors that prevent placement into lower levels of care or traditional SNF/STP programs.

b. Admission requirements:

Clients may be admitted between 8:30 a.m. and 5:00 p.m. Monday through Friday.

1. Contractor shall assess, evaluate and develop a written treatment plan for each client which shall outline the type and/or level of care, diagnosis, prognosis and projected discharge.
2. Contractor shall work with County regarding discharge planning.
3. Contractor shall submit written reports to County every three months which shall describe the client's progress and recommendation for additional type and/or level of care.
4. **APPLICABLE RECORDS AND REPORTS**

- a. Contractor shall maintain adequate patient records on each individual patient served under the terms of this Agreement which shall include intake information and a record of services provided by Contractor's personnel in sufficient detail to permit an evaluation of services.
- b. Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of services rendered.
- c. All patient and financial records shall be available for inspection and audit by the designated auditor of the County or the State Department of Health Services at reasonable times during normal business hours. Upon expiration or termination of this Agreement, all patient and financial records shall be retained by Contractor for a minimum period of four (4) years or until audit findings are resolved, whichever is later.
- d. At all times during normal business hours, the State Department of Health Care Services, the County or the Director, and/or their appropriate audit agency or

designee shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Contractor which pertain to services performed and determination of amounts payable under this Agreement.

- e. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.
- f. Contractor shall submit a year-end program summary and evaluation in a format to be provided by County.
- g. Contractor shall provide County with a year-end cost settlement report no later than sixty (60) days after the close of each fiscal year as determined by the term of this Agreement.
- h. Contractor shall provide County Client Data System's hard copy report monthly by the 25th of each month following month of services.

5. ADMISSION POLICIES

The client population to be served is mentally ill adults referred by the County.

- a. In order for proper reimbursement all referrals to Contractor must be authorized by County Mental Health Director or his/ her designee.
- b. If admission is denied, the County Mental Health Director or his/her designee shall be immediately notified and shall be informed of the reasons leading to the denial.
- c. Policies and procedures for admission shall be written by Contractor based on this Agreement. Policies include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, or physical or mental handicap.

Adult Residential Facilities (Board & Cares) (22 C.C.R. §85000 et. Seq)

These community care facilities provides services to persons who need assistance with activities of daily living such as dressing, bathing, receiving an adequate diet, etc. Residents may have some functional disabilities, but should not require medical care and supervision on a daily basis. Adult Residential Facilities are licensed and regulated by the Department of Social Services, Community Care Licensing. Contractor shall comply with all mandated regulations and guidelines including those specific to physical space, care provided, food and the provision of a Needs and Services Plan for each resident.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
CRESTWOOD BEHAVIORAL HEALTH, INC.

Should the County be notified in writing that an adjustment to the rates has been made and the effective date of such adjustment, on any services provided under this contract, then County shall pay Contractor the adjusted rate. Current Daily Rate Sheet for Crestwood Facilities is attached and incorporated herein as **Attachment II**. The maximum obligation of this Agreement shall not exceed \$125,000 for fiscal year 2021/22.

SECTION A:

I. SNF/STP BASIC CARE SERVICES

A. Rate

County shall reimburse Contractor for services under this Agreement at the rates set forth by Section 51511, Title 22, California Code of Regulations plus the rate of the Special Treatment Program as set forth by Section 51511.1, Title 22, California Code of Regulations provided there is an authorization signed by the Director, or his/her designee, and the agreement maximum has not been exceeded.

As long as Contractor is required to maintain nursing facility licensure and certification, reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities, plus the rate established for special treatment.

II. PATCH SERVICES

A. Rate

For those clients requiring additional level of care the following rates apply:

1. Redding - minimum of \$25.00 per day to a maximum of \$117.00 per day.
2. Modesto - minimum of \$25.00 per day to a maximum of \$117.00 per day.

The Patch level shall be approved by County Mental Health Director and can change monthly based on client need.

III. COMBINED

A. Monthly Payment

County shall provide Contractor with an approved form for use in billing services under this Agreement. Contractor shall bill for services under this Agreement on a monthly basis in arrears.

Contractor shall provide County with a bill on the approved form within ten (10) days of the end of the month of service. County shall reimburse Contractor for services within thirty (30) days of receipt of the approved form.

B. Final Payment

County shall provide Contractor with final payment for services under this Agreement within thirty (30) days of receipt of Contractor billing for the last month of service.

C. Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated time frame, County may offset future bills for services under this Agreement.

SECTION B:

I. Long Term 24 hour Special Treatment Programs

A. Projected Utilization

It is the intent of County to utilize three (3) beds for County patients for special treatment programs. However, it is understood between both parties that due to available beds, client needs and services available, actual utilization of above beds may differ from that indicated. County may have access to additional beds provided that such additional beds are available for use.

B. Payment Information

County shall reimburse Contractor for various programs and facilities according to rates as listed in Attachment II.

Contractor shall submit invoice to County no later than the 10th day of each month following the month in which services are provided. The monthly invoice must contain, at minimum, the following information: (see Attachment I).

Contractor shall remit invoices to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

MONTHLY PATIENT BILLING STATEMENT

The monthly patient billing statement from Contractor to County must contain, at minimum, the following information:

FACILITY INFORMATION:

Facility Name/Phone No.

Facility Address:

PATIENT INFORMATION:

Patient name: _____

1. *Number of Days Service Rendered:* _____

a. *Dates of Service: from* _____ *to* _____

2. *\$__daily rate*

3. *Subtotal:*

Line 1 x Line 2 \$ _____

4. *Net owed by Contractor:* \$ _____

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	235.16	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated
<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
San Joaquin SNF/STP - 1104	**Indigent/Medi-Cal Ineligible	36.00
NPI - 1730128174		38.00
		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
Stanislaus SNF/STP - 1112	**Indigent/Medi-Cal Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
Alameda SNF/STP - 1134	**Indigent/Medi-Cal Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated
<u>SNF</u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
Alameda SNF - 1120	**Indigent/Medi-Cal Ineligible	
NPI - 1942228838		Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers
(MHRC)

Room and Board/Per Diem

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - XXXXXXXXXX	Level 3	362.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities (PHF)</u>	<u>Room and Board/Per Diem</u>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall 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 hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance covering mental health services malpractice to include assessments, screenings, case management/brokerage, medication support, crisis intervention, therapeutic behavioral services (TBS), planning, and therapy with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- (vi) **Cyber Liability** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic 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 these obligations.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers, as additional insureds. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

BEHAVIORAL HEALTH PROVISIONS

1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.
 - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of

its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i. Upon the provider or disclosing entity submitting the provider application.
 - ii. Upon the provider or disclosing entity executing the provider Contract.
 - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § [455.414](#).
 - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the fiscal agent executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the managed care entity executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the managed care entity.
 - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
 - (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
 - (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

2. **Client/Patient Records:**

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (PAHP), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the state fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.
- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.
- K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

3. 42 C.F.R. Laws and Regulations: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:
 - a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.

- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If the County finds that Contractor is not in compliance, the County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

- C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3).
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
 - Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
 - The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - The availability of assistance to the beneficiary with filing grievances and appeals.

- The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

EXHIBIT “E”

SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known

to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

CRESTWOOD BEHAVIORAL HEALTH, INC.

Institute for Mental Disease (IMD) Services / Special Treatment Program (STP) Services, Mental Health Rehabilitation Center (MHRC) Services, Transitional Residential Services (TRS) or other such services as per the licensure of the facility to mentally disabled adults as referred and authorized for treatment by Nevada County.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$125,000

Contract Start Date: 7/1/2021

Contract End Date: 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability (\$2,000,000)

1589-40110-493-8201 / 521520

Sexual Abuse or Molestation Liab (\$1,000,000)

Automobile Liability (\$1,000,000)

Worker's Compensation (Statutory Limits)

Professional Errors and Omissions(\$2,000,000)

Cyber Liability (\$2,000,000)

LICENSES AND PREVAILING WAGES

Designate all required licenses: Facilities licensed by the State of California. All licenses required to perform professional services contemplated under this Agreement.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Behavioral Health Department

CONTRACTOR:

Crestwood Behavioral Health, Inc.

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Phebe Bell
Email: Phebe.Bell@co.nevada.ca.us
Phone: (530) 470-2784

Address 520 Capital Mall, Suite 800
City, St, Zip Sacramento, California 95814
Attn: Elena Mashkevich, Director of County Contracts
Email: Elena.Mashkevich@cbhi.net
Phone: (916) 764-5310

Contractor is a: (check all that apply)

Corporation: ☒ Calif., ☐ Other, ☐ LLC, ☐
Non- Profit ☐ Corp ☐ Yes ☐ No
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited
Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other

EDD Worksheet Required

Yes ☐ No ☒

ATTACHMENTS

Exhibit A : Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

Exhibit E: Schedule of HIPAA Provisions