

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CRESTWOOD BEHAVIORAL HEALTH, INC.** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing skilled nursing mental health rehabilitation services to Tulare County residents who are severely and persistently mentally ill and will benefit from organized therapeutic activities that promote daily living and social skills; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY's Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached Exhibits A, A-1
- 3. PAYMENT FOR SERVICES:** See attached Exhibits B, B-1
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>		

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

TULARE COUNTY HEALTH AND HUMAN  
 SERVICES AGENCY  
 5957 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-713-3718

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

CRESTWOOD BEHAVIORAL HEALTH, INC.  
 520 Capitol Hill, Ste. 800  
 Sacramento, CA 95814  
 Phone No.: 916-471-2242  
 Fax No.: 916-471-2212

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

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**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(a) The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

**11. INDEMNIFICATION BY COUNTY:** COUNTY shall hold harmless, defend and indemnify CONTRACTOR, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising from, or connected with, COUNTY'S performance under this Agreement, that arise out of or result from the negligent, wrongful or willful acts or omissions of COUNTY.

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COUNTY OF TULARE  
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

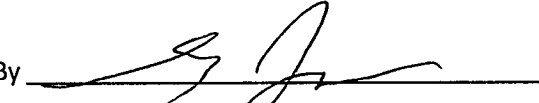
CRESTWOOD BEHAVIORAL HEALTH INC.

Date: 6/13/2019

By   
Print Name GEORGE C. LYTAL

Title CHIEF EXECUTIVE OFFICER

Date: 6/12/19

By   
Print Name GARY RYAN

Title DIRECTOR OF COUNTY CONTRACTS

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE


Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By  7/1/19  
Deputy

Matter # 20191080

**CRESTWOOD BEHAVIORAL HEALTH, INC.**  
**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2019/2020**

**1. PROGRAM OBJECTIVES**

- a. An increase in discharge Global Assessment Functioning (GAF) over admission GAF

It is expected that clients admitted to CONTRACTOR's facilities will have displayed a decrease in their ability to function, which has necessitated placement. This would be documented by a specific rating on the G.A.F. Since a discharge to a less restrictive placement would indicate a higher level of functioning, discharge residents would be expected to have a higher rating on the G.A.F. at discharge than on admission. This performance objective is that 60% of all discharges will have a 20-point increase in the discharge G.A.F. over admission G.A.F.

- b. Discharges to Less Restrictive Settings

Since the goal of the Special Treatment Plan (STP) is to help achieve a greater degree of functioning in a less restrictive environment, this performance objective is that at least 60% of discharges will be to a less restrictive setting.

- c. Reduction in County's Utilization of State Hospital Days

CONTRACTOR has been requested to help each county reduce their state hospital days. This performance objective is that no more than 15% of discharges will be to a more restrictive setting.

- d. Patients to receive an average of 35 hours of S.T.P. per week

Regulation requires that S.T.P. clients receive 27 hours of program. The special patch money is to provide additional treatment hours over the required amount. Their performance objective is that clients receiving mental health patch funding shall receive an average of 35 hours of S.T.P. on a weekly basis.

**2. PATIENT REFERRAL AND ELIGIBILITY FOR SERVICES**

- a. Patient Referrals

It is contemplated that CONTRACTOR will serve male and female patients who display moderate to severe impairment of adaptive functioning, and who require supervised care in a locked setting. All referrals to CONTRACTOR

for augmented skilled nursing services will be made solely by the Director of Mental Health or his/her authorized designees, with the consent of the Lanterman Petris Short (LPS) Conservator when appropriate.

b. Patient Criteria

Patients may range in age from 18 to 65, but exception will be made when placement in our program is considered the only appropriate alternative. While voluntary admissions will be accepted, preference will be given to LPS Conservatees. Patients will be ambulatory and shall be able to provide self-care for Activities of Daily Living (ADL), although some supervision may be required.

c. Financial Eligibility

Financial eligibility will be determined prior to admission using the Uniform Method of Determining Ability to Pay (UMDAP). Since all of our patients are current users of the Mental Health System, we expect that financial information is readily available. All patients will have current Medi-Cal cards and numbers available.

### **3. PROBLEMS ANTICIPATED TO BE TREATED**

- a. Bizarre behaviors, gestures or actions, which preclude acceptability outside a locked setting.
- b. Hostile verbalization or physically aggressive actions directed toward others, which could result in injury.
- c. Psychological instabilities such that period of remission as well as periods of psychosis or confusion are so transient or unpredictable that they endanger the patient if placed outside a secure setting.
- d. Behavioral that occasionally presents a risk to destruction of property.
- e. Patients that consistently refuse medication and other treatment at a lower level of care.
- f. Chronic disorientation or disinterest in the immediate environment to the extent that the patient is unable to recognize and avoid dangerous or life-threatening situations, or is so unmotivated that he is unwilling to care for himself.
- g. Patients who suffer from organic brain syndrome.
- h. Patients who are suicidal risk.

- i. Patients who are at risk to leaving the facility without their conservator's approval.
- j. Patients who have substance abuse programs.

#### **4. PATIENT SCREENING**

Patient screening will be performed by the admissions committee for CONTRACTOR. The admission committee may review a prospective patient by means of any or all of the following procedures:

- a. Review of applicable case histories
- b. Examination of current medical/treatment records
- c. Request and review of applicable special medical conditions not treatable at CONTRACTOR's facilities
- d. Interviews with prospective patient and family members as indicated
- e. On-site review of the patient when case histories are inadequate or current behaviors are questionable.

#### **5. PATIENT ASSESSMENT, CASE PLANNING, AND INDIVIDUAL PROGRAMS**

- a. Upon admission, the Clinical Director of the program interviews the patient and places him/her in a group.

Changes in the patient's treatment group are determined by the clinical director. There are five (5) treatment groups distinguished by functional level.

The group leader completes orientation and monitors the patient's adjustment to the facility.

Patients who are admitted to this program typically have had a diagnostic work-up prior to admission. An attending psychiatric will be assigned upon admission as well as a medical doctor and psychologist. The facility psychiatrist interviews the patient and completes a psychiatric evaluation within 72 hours of admission. The medical doctor completes a physical exam. Psychological treating will be done by the psychologist, each patient will have a current DSM IV diagnosis with a five Axes.

b. Case Planning

Within five days of admission a case conference will be held to formulate an individual treatment plan. The treatment plan (patient care plan) will be based upon:

1. The assessment done by the psychiatrist and medical doctor
2. The testing done by the psychologist
3. The assessment done by the clinical director of the program
4. The nursing assessment done by the psychiatric R.N.
5. Additional assessments done by dietary supervisor and involved agencies when needed.

c. Individual Treatment Plan

Individual patients are expected to participate in the team meetings, as they are able. All treatment plans developed must be reviewed and approved by the attending psychiatrist. The Interdisciplinary Team shall be responsible for at least all of the following:

1. Specifying signification medical, nursing or nutritional needs, including laboratory work as necessary, requiring routing attention as part of the treatment program.
2. Identifying specific behavioral problems which currently prevent the individual from living in a lower level of care including: self-care skills, behavioral control, social skills, and community skills.
3. Specifying useful behavioral objectives for each identified problem. (Objectives shall be specific measurable, and time limited, and purpose acceptable alternative behaviors or signification subskills).
4. Developing clear and effective program plans intended to ensure the accomplishment of the objectives and the resolution of the problems.
5. Preparing a preliminary discharge plan for following the recommendations of the attending psychiatrist.
6. Performing a quarterly review of program progress and discharge plans.

**6. OTHER SERVICES AVAILABLE**

Narcotics Anonymous Meetings and Alcoholics Anonymous Meetings in the facility and community, Group Outings, Monthly Family Meetings with a L.C.S.W., Religious Services, Individual counseling with a vocational rehabilitation specialist as indicated, Adult Education Classes, Responsibility Therapy.

**7. DISCHARGE AND CASE CLOSURE POLICIES AND PROCEDURES**

The discharge of patients is determined by the Interdisciplinary Team in conjunction with Tulare County Mental Health Placement Unit and Public Guardian's Office when discharge is recommended. The Placement Unit will work closely with the County



Conservator's Office. Since most patients are placed involuntarily, coordination with this agency is essential. Although individuals admitted voluntarily will be free to leave the program when they wish, their discharge will be coordinated whenever possible with appropriate parties.

A plan is prepared for all patients at the time of discharge. The discharge plan includes an assessment of unresolved problems and specific recommendations for needed services following discharge. The discharge plan also includes the final DSM IV diagnosis. In addition, CONTRACTOR will supply the necessary transfer forms to accompany the patient. The COUNTY will expedite placement when a written recommendation for discharge has been made by CONTRACTOR.

## **8. COMMUNITY PARTICIPATION**

- a. Patient Government  
CONTRACTOR presently sponsors a patient government which provides consumer advisory input to our program. In addition, we will meet with the Tulare County Mental Health Board and the boards of various community agencies as needed. These activities will serve to explain our program, report on problems we encounter, and to solicit services for our patients.
- b. Volunteers  
At the present time, CONTRACTOR has one volunteer working with the Chemical Dependency Program. We expect in the near future to increase this number.

## **9. COST REPORTING/DATA COLLECTION (CR/CD) CATEGORIES**

- a. Program Type: Regular Short-Doyle (01)
- b. Program: Treatment (03)
- c. Mode of Service: Day Services (10)
- d. Service Function: SNF Augmentation (60-69)
- e. Statistical Unit of Service: Patient Day
- f. Provider Category: Skilled Nursing Facility

## **10. QUALITY ASSURANCE**

CONTRACTOR shall develop and implement a quality assurance plan for all Medi-Cal clients, including utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health Letters and Memos, and County Mental Health quality assurance policies and procedures. A copy of the plan shall be submitted to Tulare County Health & Human Services Agency/Department of Mental Health for approval prior to submission of any claims for payment of services specified in this Agreement.

## **11. CLINICAL REVIEW AND PROGRAM EVALUATION**

The Director of Mental Health, or his/her designee, shall have the right, without prior notice, to monitor the kind, quality, appropriateness, timeliness, and amount of services and the criteria for determining the persons to be served. This right shall include the right to review staffing patterns, staff schedules, hours worked and all records pertinent to the provision of the services under this Agreement.

## **12. PATIENTS' RIGHTS**

- a. CONTRACTOR shall give the patients' notice of their rights pursuant to and in compliance with California Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights, as well as the complaint process.
- b. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. Good cause for denial of rights set forth in Welfare and Institutions Code section 5325 shall be in accordance with the provisions set forth in California Code of Regulations; Title 9, Sections 865, 865.1, 865.2, 865.3, 865.4, and 865.5.
- c. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code 5325.1 which cannot be denied for any reason.
- d. CONTRACTOR shall report any denial of right, as required by law to the Patients' Advocate of the Appropriate Local County and cooperate and assist the Patients' Advocate in investigating any allegations of denial of rights or any other activity, to ensure patients' rights, as the Advocate deems appropriate.
- e. CONTRACTOR shall provide treatment services which promote the potential of the patient to function independently, and in the least restrictive manner and also in a manner which is free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect.
- f. CONTRACTOR shall ensure the right to treatment by providing an individualized treatment plan, which specifies the goals of the treatment, and the criteria by which the goals can be evaluated and ultimately accomplished. The goals of the treatment plan shall be the equivalent to reducing or eliminating the behavioral manifestation of grave disability. When the

progress review determines that the goals have been reached and the person may be placed at a lower level of care, or is no longer gravely disabled, the CONTRACTOR will facilitate the provision of necessary documentation other activities that will expedite the process of placing the individual in a less restrictive setting and/or removal of Conservatorship as consistent with Welfare and Institutions Code sections 5352.6 and 5325.1(a).

### **13. TRAINING PROGRAM COORDINATOR**

CONTRACTOR will maintain active in service and other training programs as stipulated in Title 22 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

### **14. CONTRACTOR STAFF**

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

### **15. REFERRALS**

Referrals to CONTRACTOR for provision of services may be made by any provider designated by the Director of Mental Health. COUNTY shall not be responsible for cost of any services, which are not made pursuant to a referral as set forth in this paragraph.

### **16. DISPUTES**

Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

### **17. CLIENT MONITORING**

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned case manager and CONTRACTOR's staff is vital.

- a. The purpose of the contracts will be to:
  1. Assure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR's facility.
  2. Monitor the client's participation to assure the client is making the fullest use of the program provided.
  3. Monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.

- b. To facilitate close coordination of services, COUNTY agrees to:
  - 1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
  - 2. Assure that case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.
  - 3. Move clients in a timely fashion when a written discharge request is delivered.
  - 4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
  - 5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.
  
- c. To facilitate close coordination of services, CONTRACTOR agrees to:
  - 1. Assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
  - 2. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

## **18. REPORTS**

- a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of services performed.
- b. CONTRACTOR shall prepare a revenue collection report which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis and such report shall be forwarded to COUNTY with the monthly billings.
- c. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

**19. CONTRACTOR RESPONSIBILITIES IN PROVIDING MENTAL HEALTH SERVICES**

CONTRACTOR further agrees:

- a. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.
- b. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
- c. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

## **EXHIBIT A-1**

### **TRANSLATION SERVICES**

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

## Exhibit B

### Compensation Fiscal Year 2019/2020

#### 1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit B-1**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000). Payment shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rate or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2020
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the **Exhibit A** of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

#### 2. Contract Renewal

- a. If applicable, should both parties exercise the right to renew this Contract, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount within the current executed contract unless the Parties agree otherwise.

### **3. ACCOUNTING FOR REVENUES**

- a. CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in Welfare and Institutions Code Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants and other revenue, interest, and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.
- b. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

### **4. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated a report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12-month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

### **5. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:**

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

### **6. Overpayments and Prohibited Payments:**



- a. The County may offset the amount of any state disallowance, audit exception, or overpayment for any fiscal year against subsequent claims from the Contractor.
- b. Offsets may be done at any time after the county has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the CONTRACTOR.
- c. CONTRACTOR shall report to the County within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
- d. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.
- e. CONTRACTOR shall provide an annual report of such overpayments to the County.
- f. The County shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by the County or State.

#### **7. Audit Requirements**

- a. The CONTRACTOR shall submit any documentation requested by the County or State in accordance to audit requirements and needs. Documentation can be requested any time and must be supplied within a reasonable amount of time.
- b. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- c. The County will involve the Contractor in developing responses to any draft federal or State audit reports that directly impact the county.

#### **8. Beneficiary Liability**

- a. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
- b. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the Contractor's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**EXHIBIT B-1**

07/01/2019

**TOTAL WITH ENHANCED SERVICES**

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, CCR, section 51511 C.

**IMD 1864**

**BASIC    ENHANCED    TOTAL**

CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING

219.53	23.00	242.53
219.53	44.00	263.53
219.53	57.00	276.53
219.53	111.00	330.53

**CRESTWOOD BEHAVIORAL HEALTH, INC.****EXHIBIT B-1**

07/01/2019

**TOTAL WITH ENHANCED SERVICES**

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, CCR, section 51511 C.

**NONIMD 18-64**

STOCKTON			23.00	23.00
			34.00	34.00
			36.00	36.00
			57.00	57.00
			83.00	83.00
			111.00	111.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
MODESTO			23.00	23.00
			39.00	39.00
			57.00	57.00
			83.00	83.00
			111.00	111.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
FREMONT GTC NON MEDI CAL		****	132.00	
	NEURO-BEHAV		132.00	132.00
	CONVERSION(REQUIRES PRIV ROOM)			286.00
CRESTWOOD MANOR FREMONT			23.00	23.00
		0.00	31.00	31.00
		0.00	57.00	57.00
			90.00	90.00
			132.00	132.00

\*\*\*\* Medi-Cal Published Rate

**CRESTWOOD BEHAVIORAL HEALTH, INC.****EXHIBIT B-1**

07/01/2019

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, CCR, section 51511 C.

**MENTAL HEALTH/REHAB CENTERS**

SACRAMENTO	LEVEL 1	292.00
MHRC	LEVEL 2	313.00
	LEVEL 3	344.00
SAN JOSE	LEVEL 1	289.00
	LEVEL 2	301.00
	LEVEL 3	321.00
VALLEJO	LEVEL 1	347.00
	LEVEL 2	295.00
	LEVEL 3	262.00
	LEVEL 4	245.00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268.00
	LEVEL 3	218.00
BAKERSFIELD	LEVEL 1	292.00
	LEVEL 2	313.00
	LEVEL 3	344.00
	LEVEL 4 (1:1)	649.00
EUREKA		296.00
SAN DIEGO	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00
	BED HOLD	297.00
CHULA VISTA	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00
	BED HOLD	297.00
KINGSBURG	LEVEL 1	443.00
	LEVEL 2	388.00
	LEVEL 3	333.00
	BED HOLD	277.00

**CRESTWOOD BEHAVIORAL HEALTH, INC.****EXHIBIT B-1**

07/01/2019

**SAN FRANCISCO**

LEVEL 1	544.00
LEVEL 2	480.00
LEVEL 3	464.00
LEVEL 3-A	444.00
BED HOLD	296.00

**FALLBROOK**

LEVEL 1	433.00
LEVEL 2	371.00
LEVEL 3	309.00
BED HOLD	296.00

**CRESTWOOD BEHAVIORAL HEALTH, INC.****EXHIBIT B-1**

07/01/2019

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, CCR, section 51511 C.

**PSYCHIATRIC HEALTH FACILITIES**

SACRAMENTO	867.00
SAN JOSE	1,019.00
SOLANO	941.00
KERN	1,044.00
AMERICAN RIVER	860.00

**CRESTWOOD BEHAVIORAL HEALTH, INC.****EXHIBIT B-1**

07/01/2019

**COMMUNITY CARE CENTERS**

EUREKA	PATHWAY	186.00
OUR HOUSE		130.00
BRIDGE(KERN)		197.00
AMERICAN RIVER RESIDENTIAL		130.00
PLEASANT HILL BRIDGE		130.00
PLEASANT HILL PATHWAYS		191.00
FRESNO		197.00
VALLEJO RCFE		135.00
CRESTWOOD BEHVIORAL PATHWAYS SAN DIEGO		135.00

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**EXHIBIT B-1**

07/01/2019

**GEROPSYCH/65+**

	ENHANCED	TOTAL
STOCKTON	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
MODESTO	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
REDDING GTC	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	23.00	23.00
	31.00	31.00
	57.00	57.00



## Exhibit C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. 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.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. 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.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name GARY ZAYEN Date: 4/16/18

Contractor Name CASTLE REHABILITATION, INC

Signature 