



The Contra Costa County Mental Health Commission has a dual mission: 1) To influence the County's Mental Health System to ensure the delivery of quality services which are effective, efficient, culturally relevant and responsive to the needs and desires of the clients it serves with dignity and respect; and 2) to be the advocate with the Board of Supervisors, the Mental Health Division, and the community on behalf of all Contra Costa County residents who are in need of mental health services.

CONTRA COSTA COUNTY MENTAL HEALTH COMMISSION
MHC Capital Facilities Workgroup
Tuesday • September 28, 2010 • 3:00p.m. - 5:00 p.m.
1350 Arnold Drive Suite 103 Martinez, Ca 94553
AGENDA

The Commission will provide reasonable accommodations for persons with disabilities planning to participate in Commission meetings who contact the Executive Assistant at least 48 hrs. prior to the meeting at 925-957-5140.

Participants agree to follow the Mental Health Commission Meeting Decorum Policy.

*Public Comment on items listed on the Agenda will be taken when the item is discussed.
Times are approximate; items may be taken sooner than noted or out of the order listed.*

1. 3:00 **CALL TO ORDER / INTRODUCTIONS**
2. 3:10 **PUBLIC COMMENTS.**
The public may comment on any item of public interest within the jurisdiction of the Mental Health Commission. In the interest of time and equal opportunity, speakers are requested to observe a 3-minute maximum time limit (subject to change at the discretion of the Chair). In accordance with the Brown Act, if a member of the public addresses an item not on the posted agenda, no response, discussion, or action on the item may occur. Time will be provided for Public Comment on items on the posted Agenda as they occur during the meeting. Public Comment Cards are available on the table at the back of the room. Please turn them in to the Executive Assistant.
3. 3:15 **ANNOUNCEMENTS**
A. BOS meeting of October 5, 2010 has been cancelled. Presentation of Mental Illness Awareness Month changed to BOS October 12, 2010 meeting.
4. 3:20 **REPORT ON CPAW CAPITAL FACILITIES MEETING**
Receive Verbal report from Annis Pererya and Teresa Pasquini, as Commission Liaisons to the CPAW Capital Facilities Workgroup, from CPAW Workgroup meeting held Tuesday 9/28/10 morning. Discuss and consider any differences in the MHC position decided at September meeting.
5. 3:50 **DISCUSS AND CONSIDER RECOMMENDATIONS ON SITE VISIT:**
A. Receive Evaluations from individual Commissioners who attended 9/17/10 visit to Crestwood Pleasant Hill.
B. Discuss process and consider a formal recommendation to Quality of Care Workgroup for their site assessment process.



C. Discuss and consider final Capital Facilities Workgroup Recommendations on Crestwood Site Assessment Report to MHC.

9. 4:55 **SET NEXT MEETING DATE**

10. 5:00 **ADJOURN MEETING**

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the staff to a majority of the members of the Mental Health Commission less than 72 hours prior to that meeting are available for public inspection at 1340 Arnold Drive, Ste. 200, Martinez during normal business hours

Contra Costa County Mental Health Commission

Meeting Decorum

To participate in CC-MHC meetings, attendees agree to abide by the following rules:

- **A Commission meeting is a formal meeting.**
- **Upon arrival pick up a copy of the agenda and other materials provided at the door.**
- **Silence or mute the sound emitted from all electronic devices in their possession (including but not limited to cellular telephones, pagers, radios, personal data assistants, and hand-held or portable computers)**
- **Attendees recognize that the chair is in charge of the meeting, and will immediately abide by all calls for order.**

- **Attitude and behavior:**
 - **Attendees should treat each other with respect and be sensitive to the physical, informational, and social needs of others.**
 - **Demonstrate quiet and dignified behavior at all times.**
 - **Show respect for the speakers even if you disagree with them.**
 - **Devote full attention to the speaker. (No text messaging, sleeping, visiting with neighbors, etc. This is not a social activity with your friends.)**
 - **Avoid private conversations. They make it difficult for others to hear the proceedings.**
 - **There must be no outbursts. This includes commenting, whooping, shouting, booing, heckling, stomping feet or other inappropriate/suggestive gestures and/or disruptive behavior.**

- **During certain meetings the Chair may insist that attendees should wait until recognized by the chair before speaking and then address themselves to the chair (not to other speakers making previous comments), speaking only to the current issue.**
- **Commissioners should refrain from parliamentary maneuvering, political game playing, or attacking each other's motives.**

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS (Excludes Medi-Cal Certification Survey Standards)

CATEGORY A – FACILITIES AND COMMUNITY ACCESS	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Physical plant is comfortable, physically and psychologically, for the population served.	The facility is well lighted, the visibility is good, the color scheme appropriate (i.e., no harsh colors, or no extremely dark colors, etc).
2. Facility is clean and well maintained.	Hallways are clear, floors and restrooms cleaned, building maintained.
3. Facility is situated within reasonable proximity to public transportation.	Facility is situated within four (4) blocks of a bus route.
4. There is adequate parking for consumers and/or clients.	The number of spaces for client is based upon the number of clients seen at the facility on an hourly basis.
5. Facility is visible from the street and situated in such a way as to be clearly identified.	Signage is located at the street to identify the building(s), and the building is clearly marked and visible from the street. There are no obstructions in front of the building, and directions to the facility are clearly marked.

CATEGORY B – POLICIES AND PROCEDURES	
EVALUATION CRITERIA	STANDARD TO BE MET
1. There is a client Admission Policy.	According to the Medi-Cal Certification Survey Guidelines for Organizational Provider Facility Sites, the facility shall have policies and procedures that address client records, and allow relevant personnel to efficiently access client data, whether that is computer data or hard-copy files. In addition to these requirements, County requires that there is a client admission policy on file, that there are emergency protocol in place fore personnel and client safety, that there is a written grievance policy and process, and that there are emergency protocols in place for medications.
2. There are emergency protocols in place for personnel and client safety.	
3. There is a written Grievance policy and process.	
4. There are emergency protocols in place for medications.	

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

CATEGORY – C – ORGANIZATION AND OPERATIONS	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Psychiatrist/physician services are available on the premises or by referral.	Provider shall have a written procedure for referring clients to a psychiatrist when necessary. If a psychiatrist is not available, a physician may be utilized in this capacity. The provider shall maintain a list of psychiatrists and physicians available to provide consultation or direct service.
2. There is a job description in place for each employee position.	There must be a job description for each position in the organization.
3. The agency meets the minimum qualifications for the positions utilized.	Minimum qualifications are met for licensed staff.
4. The agency maintains personnel records for its employees.	Current personnel file is maintained for each employee. The personnel file should contain the job application, copies of performance appraisals, references, resume, copy of license as is appropriate.
5. There is a system for regular performance appraisals of all staff.	Regular performance appraisals should be done at least annually, and signed by the employee and evaluator. A plan for correction (when applicable) should be included, and for each year, performance objectives and education/training obtained should be documented.
6. The agency adheres to an established Employee Orientation Procedure.	Each new employee receives orientation at the start of employment. Orientation must include, at a minimum, policy and procedure review, work regulations, confidentiality issues and Recovery philosophy.
7. The agency employs, or actively recruits, culturally and linguistically competent staff members.	There is a demonstrated program that actually recruits culturally and linguistically competent staff members.
8. Staff training is required and documented.	There is on-going relevant staff training which includes the Recovery Model, Medications, Cultural Sensitivity, Sexual Harassment, and sensitivity to a Hostile Work Environment.
9. Staff training includes culturally relevant	There is a demonstrated program where culturally relevant information is presented to staff on an

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

components.	ongoing basis.
10. Consumer providers are employed by the agency.	Effort to hire consumer providers is documented by the agency.

CATEGORY D – UTILIZATION OF STAFF TIME	
EVALUATION CRITERIA	STANDARD TO BE MET
1. 70% of direct staff time is spent in client contact.	70% of staff time must be involved in direct service provision for clients.
2. Family members are involved in the client's treatment as appropriate.	The Service Plan must include documentation indicated family involvement in the client's treatment, as appropriate.

CATEGORY E – CLIENT INTAKE PROCEDURES	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Agency complies with County requirements for Referral sources.	The contract includes source of referral information.
2. Referral agency records are requested and utilized.	Copy of records from the referral source is maintained in the client's file, or a note is in the client file, stating why it is not present.

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

CATEGORY F – CASELOAD INFORMATION	
EVALUATION CRITERIA	STANDARD TO BE MET
1. The population served is described in Agency's Service Work Plan.	The Contract's Service Workplan includes a description of the population the Contractor is serving.
2. Population groups excluded by policy?	Eligibility standards are in place for the program.
3. Average admission and discharge rates are reported to the contract monitor.	Reports are submitted to the County at the interval(s) stated in Contract.
4. The average length of time in treatment for clients discharged is reported to the contract monitor.	Reports are submitted to the County at the interval(s) stated in the contract.
5. Clients are discharged to follow up services as outlined in the service work plan.	Client's chart includes information regarding discharge to follow up services as outlined in the client's service plan.
6. There is a plan to assure smooth client transition to follow up services.	There is a plan to assure smooth client transition to follow up services as evidenced in charting in client's chart.
7. There is a process to assure that the client is followed up on by the agency when client is referred to another agency.	There is a plan to assure smooth client transition to follow up services as evidenced in charting in client's chart.

CATEGORY G – CLIENT RECORDS	
EVALUATION CRITERIA	STANDARD TO BE MET
1. There is an assessment and Service plan in place for the Client.	The client's Service Plan is complete, signed and dated.

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

CATEGORY H – PROGRAM OUTCOMES	
EVALUATION CRITERIA	STANDARD TO BE MET
1. When clients have terminated 95% of them have completed service plan goals.	(Refer to the Contract's Service Work Plan for Outcome Measures to be evaluated).
2. Of the clients terminated, less than 5% have dropped out of the program.	(Refer to the Contract's Service Work Plan for Outcome Measures to be evaluated).
3. There is a plan in place to assess, and follow up on, the reasons for client terminating the program.	A termination form is completed and shows the needs and referrals (the closing summary would indicate the follow up, etc.). Contact Case Manager.
4. How many clients were hospitalized since admission to the program (during the most recent quarter)? What percentage were readmitted/continued in the program following hospitalization.	(Data are reported to the County Contract Monitor or the PSP system is used to generate a report to provide this information).
5. What factors are seen as contributing to success and lack of success with clients?	(Data are reported to the County Contract Monitor or the PSP system is used to generate a report to provide this information).

CATEGORY I – UNITS OF SERVICE	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Annual individual billable Contacts of services for each Program element are documented in the Service Work Plan of the Contract, and reported to the contract monitor.	See Service Work Plan of contract.
2. Cost per unit of service in each program element is documented in the Service Work Plan and reported to the contract monitor. Compare with State's	See Service Work Plan of contract.

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

maximum allowable costs (where applicable).	
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CATEGORY J – PLANNING CAPABILITY	
EVALUATION CRITERIA	STANDARD TO BE MET
1. There is an annual planning Process.	There is an annual planning process that includes the Board of Directors, Executive Director, Staff, County, Community, and Clients.
2. The agency sets annual goals and objectives.	There is a process or system to set goals and objectives.
3. The goals and objectives are periodically reviewed.	There is a process or a system to evaluate whether or not the objectives are being met.

CATEGORY K – GRIEVANCE PROCESS	
EVALUATION CRITERIA	STANDARD TO BE MET
1. The grievance policy and Process includes posting Telephone numbers for Patients' Rights Advocate.	Patient's Rights Advocate telephone numbers are posted in the view of clients.

CATEGORY L – PHARMACEUTICAL SERVICES	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Staff are regularly trained on New medications and their side effects.	Regular inservices or training is conducted to provide staff information about new medications and their side effects.
2. Clients' medications and side effects are regularly evaluated.	Regular evaluations of medication side effects are conducted.
3. Clients received assistance for the side effects of medications.	Clients receive assistance (education, etc.) for the side effects of medications.
4. Medications of clients are reviewed regularly.	Regular review of client's medication(s) are(is) conducted.
5. Procedures are in place to	Medication compliance procedures are in place.

CONTRACT EVALUATION – Adult Mental Health Programs

PROGRAM REVIEW STANDARDS *(Excludes Medi-Cal Certification Survey Standards)*

insure medication compliance.	
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CATEGORY M – NUTRITION	
EVALUATION CRITERIA	STANDARD TO BE MET
1. There is a system in place to Plan nutritionally balanced menus, which follow the guidelines of the ACS & AHA.	The reviewer will tour facility and review meal service for clients. Staff food storage areas are not surveyed.
2. There are vegetarian and ethnic alternatives available.	
3. Meals are attractively served in a pleasant atmosphere.	
4. Regular meal hours are established (when applicable).	
5. Nutritious snacks are available when appropriate.	
6. Clients are provided with nutritional training.	

CATEGORY N – PHYSICAL HEALTH CARE	
EVALUATION CRITERIA	STANDARD TO BE MET
1. Health evaluations are made At intake when appropriate.	As appropriate, and when Contractor requires physical health evaluations, dental care, physical fitness programs, regular exercise for clients, etc., the facility will comply with its own regulations.
2. Client referred to dental care as appropriate.	
3. Physical fitness program is provided when appropriate.	
4. Clients are encouraged to establish regular exercise habits.	

CONTRACT EVALUATION: Adult Mental Health Program
Annual Site Review Score Card
(Excludes Medi-Cal Certification Survey Criteria)

CONTRACT PROVIDER: _____

CONTRACT NUMBER: _____

TERM OF CONTRACT: From: _____ To: _____

ADDRESS/LOCATION OF CONTRACTOR: _____

REVIEWER NAME: _____

REVIEW DATE: _____

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY A – FACILITIES AND COMMUNITY ACCESS					
1. Physical plant is comfortable, physically and psychologically, for the population served.					
2. Facility is clean and well maintained.					
3. Facility is situated within reasonable proximity to public transportation.					
4. There is adequate parking for consumers and/or clients.					
5. Facility is visible from the street and is situated in such a way as to be clearly identified.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY B – POLICIES AND PROCEDURES					
1. There is a client Admission Policy.					
2. There are emergency protocol in place for personnel and client safety.					
3. There is a written Grievance Policy and Process.					
4. There are emergency protocol in place regarding medications.					

CONTRACT EVALUATION: Adult Mental Health Program
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(Excludes Medi-Cal Certification Survey Criteria)

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY C – ORGANIZATION AND OPERATIONS					
1. Psychiatrist/physician services are available on the premises or by referral.					
2. There is a job description in place for each employee position.					
3. The agency meets the minimum qualifications for the positions utilized.					
4. The agency maintains personnel records for its employees.					
5. There is a system for regular performance appraisals of all staff.					
6. The agency adheres to an established Employee Orientation procedure.					
7. The agency employs, or actively recruits, culturally and linguistically competent staff members.					
8. Staff training is required and documented.					
9. Staff training include culturally relevant components.					
10. Consumer providers are employed by the agency.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY D – UTILIZATION OF STAFF TIME					
1. 70% of direct service staff time is spent in client contact.					
2. Family members are involved in the client's treatment as appropriate.					

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Annual Site Review Score Card
(Excludes Medi-Cal Certification Survey Criteria)

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY E – CLIENT INTAKE PROCEDURES					
1. Agency complies with County requirements for referral sources.					
2. Referral agency records are requested and utilized.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY F – CASELOAD INFORMATION					
1. The population served is described in Agency's Service Work Plan.					
2. Population groups excluded by policy?					
3. Average admission and discharge rates are reported to the contract monitor.					
4. The average length of time in treatment for clients discharged is reported to the contract monitor.					
5. Clients are discharged to follow up services as outlined in the service work plan.					
6. There is a plan to assure smooth client transition to follow up services.					
7. There is a process to assure that the client is followed up on by the agency when client is referred to another agency.					

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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY G – CLIENT RECORDS					
1. There is an assessment and service plan in place for the client.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY H – PROGRAM OUTCOMES					
1. When clients have terminated, 95% of them completed service plan goals.					
2. Of the clients terminated, less than 5% have dropped out of the program.					
3. There is a plan in place to assess, and follow up on, the reasons for client terminating the program.					
4. How many clients were hospitalized since admission to the program (during the most recent quarter)? What percentage were readmitted/continued in the program following hospitalization.					
5. What factors are seen as contributing to success and lack of success with clients?					

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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY I – UNITS OF SERVICE					
1. Annual individual billable contacts of services for each program element are documented in the Service work plan of the contract, and reported to the contract monitor.					
2. Cost per unit of service in each program element is documented in the Service Work Plan and reported to the Contract Monitor. Compare with the State's maximum allowable costs (where applicable).					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY J – PLANNING CAPABILITY					
1. There is an annual planning process.					
2. The agency sets annual goals and objectives.					
3. The goals and objectives are periodically reviewed.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY K – GRIEVANCE PROCESS					
1. The grievance policy and process includes posting telephone numbers for Patients' Rights Advocate.					

CONTRACT EVALUATION: Adult Mental Health Program
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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY L – PHARMACEUTICAL SERVICES					
1. Staff are regularly trained on New medications and their side Effects.					
2. Clients' medications and side effects are regularly evaluated.					
3. Clients received assistance for the side effects of medications.					
4. Medications of clients are reviewed regularly.					
5. Procedures are in place to insure medication compliance.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY M – NUTRITION					
1. There is a system in place to plan nutritionally balanced menus, which follow the guidelines of the ACS & AHA.					
2. There are vegetarian and ethnic alternatives available.					
3. Meals are attractively served in a pleasant atmosphere.					
4. Regular meal hours are established (when applicable).					
5. Nutritious snacks are available when appropriate.					
6. Clients are provided with nutritional training.					

CONTRACT EVALUATION: Adult Mental Health Program
Annual Site Review Score Card
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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY N – PHYSICAL HEALTH CARE					
1. Health evaluations are made at intake when appropriate.					
2. Client referred to dental care as appropriate.					
3. Physical fitness program is provided when appropriate.					
4. Clients are encouraged to establish regular exercise habits.					

CONTRACT EVALUATION: Adult Mental Health Program
Annual Site Review Score Card
(Excludes Medi-Cal Certification Survey Criteria)

CONTRACT PROVIDER: _____

CONTRACT NUMBER: _____

TERM OF CONTRACT: From: _____ To: _____

ADDRESS/LOCATION OF CONTRACTOR: _____

REVIEWER NAME: _____

REVIEW DATE: _____

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY A – FACILITIES AND COMMUNITY ACCESS					
1. Physical plant is comfortable, physically and psychologically, for the population served.					
2. Facility is clean and well maintained.					
3. Facility is situated within reasonable proximity to public transportation.					
4. There is adequate parking for consumers and/or clients.					
5. Facility is visible from the street and is situated in such a way as to be clearly identified.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY B – POLICIES AND PROCEDURES					
1. There is a client Admission Policy.					
2. There are emergency protocol in place for personnel and client safety.					
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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY C – ORGANIZATION AND OPERATIONS					
1. Psychiatrist/physician services are available on the premises or by referral.					
2. There is a job description in place for each employee position.					
3. The agency meets the minimum qualifications for the positions utilized.					
4. The agency maintains personnel records for its employees.					
5. There is a system for regular performance appraisals of all staff.					
6. The agency adheres to an established Employee Orientation procedure.					
7. The agency employs, or actively recruits, culturally and linguistically competent staff members.					
8. Staff training is required and documented.					
9. Staff training include culturally relevant components.					
10. Consumer providers are employed by the agency.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY D – UTILIZATION OF STAFF TIME					
1. 70% of direct service staff time is spent in client contact.					
2. Family members are involved in the client's treatment as appropriate.					

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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY E – CLIENT INTAKE PROCEDURES					
1. Agency complies with County requirements for referral sources.					
2. Referral agency records are requested and utilized.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY F – CASELOAD INFORMATION					
1. The population served is described in Agency's Service Work Plan.					
2. Population groups excluded by policy?					
3. Average admission and discharge rates are reported to the contract monitor.					
4. The average length of time in treatment for clients discharged is reported to the contract monitor.					
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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY G – CLIENT RECORDS					
1. There is an assessment and service plan in place for the client.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY H – PROGRAM OUTCOMES					
1. When clients have terminated, 95% of them completed service plan goals.					
2. Of the clients terminated, less than 5% have dropped out of the program.					
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CATEGORY I – UNITS OF SERVICE					
1. Annual individual billable contacts of services for each program element are documented in the Service work plan of the contract, and reported to the contract monitor.					
2. Cost per unit of service in each program element is documented in the Service Work Plan and reported to the Contract Monitor. Compare with the State's maximum allowable costs (where applicable).					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY J – PLANNING CAPABILITY					
1. There is an annual planning process.					
2. The agency sets annual goals and objectives.					
3. The goals and objectives are periodically reviewed.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY K – GRIEVANCE PROCESS					
1. The grievance policy and process includes posting telephone numbers for Patients' Rights Advocate.					

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(Excludes Medi-Cal Certification Survey Criteria)

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY L – PHARMACEUTICAL SERVICES					
1. Staff are regularly trained on New medications and their side Effects.					
2. Clients' medications and side effects are regularly evaluated.					
3. Clients received assistance for the side effects of medications.					
4. Medications of clients are reviewed regularly.					
5. Procedures are in place to insure medication compliance.					

EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY M – NUTRITION					
1. There is a system in place to plan nutritionally balanced menus, which follow the guidelines of the ACS & AHA.					
2. There are vegetarian and ethnic alternatives available.					
3. Meals are attractively served in a pleasant atmosphere.					
4. Regular meal hours are established (when applicable).					
5. Nutritious snacks are available when appropriate.					
6. Clients are provided with nutritional training.					

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EVALUATION CRITERIA	Excellent	Adequate	Poor	N/A	Comments:
CATEGORY N – PHYSICAL HEALTH CARE					
1. Health evaluations are made at intake when appropriate.					
2. Client referred to dental care as appropriate.					
3. Physical fitness program is provided when appropriate.					
4. Clients are encouraged to establish regular exercise habits.					

CONTRACTS AND GRANTS DISTRIBUTION RECORD

Contractor: Crestwood Behavioral Health Inc.County Number: 24-933-26 Federal/State Number: _____Type of Documents (s): NOVATIONDate Received: 2/8/10☐ Contract ☐ Amendment☐ Cancellation ☐ Extension☐ Renewal☒ Board Order (Date: January 12, 2010)

DEPARTMENT/DIVISION	NO. COPIES	ATTENTION
<input checked="" type="checkbox"/> County Administrator	1	Risk Management
<input checked="" type="checkbox"/> Auditor-Controller	1	Accounts Payable <u>W-9</u>
<input checked="" type="checkbox"/> Auditor-Controller	1	Payroll (Withholding documents)
<input checked="" type="checkbox"/> HSD Accounting	1	<u>JANA DRAZICH</u>
<input checked="" type="checkbox"/> County Administrator	Original	Clerk of the Board
<input checked="" type="checkbox"/> Contracts Unit	1	Contracts Clerk
<input checked="" type="checkbox"/> CONTRACTOR'S COPY	Original	Sent to Contractor with cover letter

TO THE DIVISION CHECKED BELOW:

Attached is your file copy of the document(s) identified above. Copies of the documents(s) have been distributed by the Contracts and Grants Unit as shown above. If you require additional distribution for your program staff or other agencies, please make copies and distribute accordingly.

- ☐ EMS
☐ AODS
☐ Health Plan
☐ Office of Director/Finance
☐ Hospital & Health Centers
☒ MH
☐ Public Health
☐ Environmental Health
☐ HazMat

Contract Monitor: StacyScanned on: 2/22/10Distributed by Debra Morgan/crDate 2/8/10

STANDARD CONTRACT
(Purchase of Services - Long Form)
NOVATION

Number 24-933-26
Fund/Org # 5724/5984
Account # 2320
Other # _____

1. **Contract Identification.**

Department: Health Services – Mental Health Division

Subject: Subacute skilled nursing care for County's Seriously and Persistently Mentally Ill (SMPI) and Neurobehavioral clients

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: CRESTWOOD BEHAVIORAL HEALTH, INC.

Capacity: Corporation

Legal Address: 520 Capitol Mall, Suite 600, Sacramento, California 95814

Mailing Address: Post Office Box 7877, Stockton, California 95267-0877

3. **Term.** The effective date of this Contract is July 1, 2009. It terminates on June 30, 2010 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 6,500,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

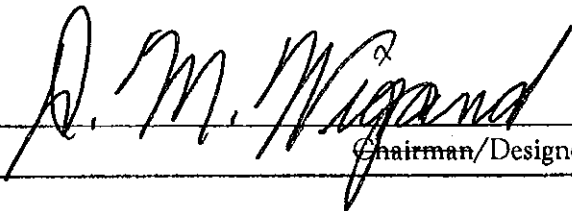
STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 24-933-26

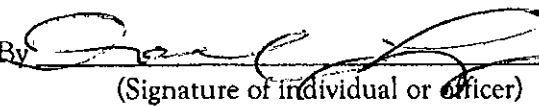
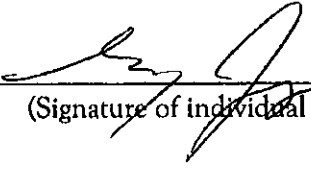
9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, §§ 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, §§ 523 et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000; and all legal authorities cited in the attached HIPAA Business Associate Attachments which are incorporated herein by reference.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By  Chairman/Designee	ByXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Deputy

CONTRACTOR

Name of business entity <u>Crestwood Behavioral Health, Inc.</u>	Name of business entity <u>Crestwood Behavioral Health, Inc.</u>
By  (Signature of individual or officer)	By  (Signature of individual or officer)
 (Print name and title A, if applicable)	<u>GARY ZAYERN CONTROLLER</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

Number 24-933-26

ACKNOWLEDGMENT

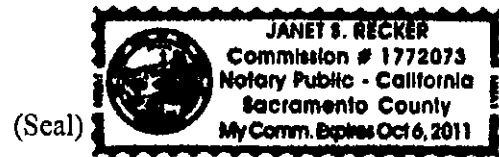
STATE OF CALIFORNIA)
)
COUNTY OF ~~CONTRA COSTA~~ Sacramento)

On January 22, 2010, before me, Janet S. Recker, Notary Public
(insert name and title of the officer), personally appeared George C. Lynd and
Gary L. Zeyen who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Janet S. Recker
Signature



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: D. M. Migard
Designee

FORM APPROVED
COUNTY COUNSEL

By: Shirley A. Crowley
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: Barbara L. Lenoir
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 24-933-26

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[] a. \$_____ monthly,

[] b. \$_____ per unit, as defined in the Service Plan,

[] c. \$_____ after completion of all obligations and conditions herein, *or*

[X] d. A fee rate as set forth in Service Plan, Paragraph XI (Fee Rates).

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1 (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: G 2 [Signature]
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

- I. **SCOPE OF SERVICES.** In accordance with directions issued by the State Department of Mental Health, the purpose of this Contract between County and Contractor is to provide intensive day treatment services for County-referred mentally disturbed persons who are in need of sub-acute skilled nursing care in Contractor's facility which shall be known as an Institution for the Mentally Diseased (IMD), Skilled Nursing Facility (SNF), or Mental Health Rehabilitation Center (MHRC). A person admitted into one of Contractor's facilities under this Contract, shall hereinafter be referred to as a "Client". A Client, aged sixty-five (65) or older, shall hereinafter be referred to as a "geriatric Client". A Client with a co-occurring diagnosis of dementia or other brain disorder shall hereinafter be referred to as a "neurobehavioral Client". The goals of the IMD Program are as follows:
- A. To assist Contra Costa County in efficiently and effectively managing limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days;
 - B. To increase the Client's motivation and skills toward self-restoration;
 - C. To prevent or decrease the rate of decompensation, thus decreasing placements at higher, more costly levels of care; and
 - D. To provide the intensive staffing required to supervise and treat behavioral and medical conditions.
- II. **LICENSING REQUIREMENTS.** Contractor's program shall be conducted in a facility which is at all times in compliance with all licensing regulations for an IMD, SNF, or MHRC, including but not limited to, Title 22 of the California Code of Regulations, § 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Contractor further agrees that its basic services include reasonable access to required medical treatment and up-to-date psychopharmacology, bilingual/bicultural programming and transportation to needed off-site services.
- Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.
- Contractor warrants that its facilities are wheelchair accessible.
- III. **ADMISSION AND CONTINUED STAY CRITERIA.** Contractor shall admit to its IMD, patients with a DSM IV diagnosis, subject to the availability of a bed and in accordance with the Admission Policies set forth below, and with the following criteria:
- A. Admission for contracted services shall occur only upon the order of a licensed Physician, with approval of County representative(s);
 - B. Admission shall be available only to individuals in need of twenty-four (24) hour skilled nursing services, treatment and observation of mental illness, or other related disorders. Individuals with exclusively physical illnesses shall not be admitted;
 - C. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower level of care. Such symptoms may include suicidality, combativeness, elopement risk, and verbal abusiveness;

Initials: 92 [Signature]
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

- D. Clients exceeding the capabilities of the facility shall not be admitted. In the event of unusual circumstances, Contractor shall cooperate with County's liaison in the formal review of a denied admission;

In the case of an admission denial, at the request of County and within three (3) working days of County's receipt of Contractor's written notification (which may be sent via Fax) that it has denied admission to a Client, County will notify Contractor of its desire to appeal the denial. A meeting of representatives of County and Contractor will be arranged as soon as practicable to review and discuss the denial and to seek resolution of the issues so that, upon mutual agreement of the parties, Contractor may admit the Client to its facility;

- E. Contractor reserves the right to conduct a pre-admission interview. Contractor shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements. Contractor shall conduct an interview with County-referred Clients, make a decision regarding admission of the Client, and notify County of its decision within three (3) working days of County's referral. Contractor shall notify County in writing of a denied admission and shall include Contractor's reasons for the denial;

- F. Services, benefits and facilities shall be provided to Clients without regard to race, creed, national origin, sex, age or physical or mental handicap. Contractor agrees that it will not categorically deny admission of wheelchair-bound patients; and

- G. With prior written authorization of County and in accordance with Paragraph IV. (Prior Authorization) below, transfers of Clients among facilities within a contracted corporation shall be arranged by mutual consent, and with notification to, and appropriate input from, the Client's conservator, significant family members, County liaison, and specified individuals involved with Client's treatment and support.

- IV. **PRIOR AUTHORIZATION FOR ADMISSION.** Contractor shall obtain prior authorization from County before admitting any Contra Costa County patient to its treatment program. County shall appoint a County IMD Liaison who shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from County's IMD Liaison by mutual consent of County and Contractor provided County supplies Contractor with a completed form within three (3) days from the date of admission.

V. **SERVICE SPECIFICATIONS.**

- A. **Basic Title 22 Skilled Nursing Facility/Special Treatment Program (SNF/STP) Services.** Contractor's basic SNF/STP treatment services shall include an individualized program which shall be based on the specific needs of each patient. Individual patient needs shall be identified through patient assessments and a structured training regimen with individualized therapy to assist Clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. Contractor's services hereunder shall include, but may not be limited to:

1. **Special Treatment Program.** Contractor shall provide the following special rehabilitation program services:

- a. **Self-Help Skills Training.** Contractor shall provide self-help skills training which shall include, but not be limited to, the following subjects:

Initials: 92 [Signature]
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

- (1) Re-education of Clients in Activities of Daily Living;
 - (2) Supervision of medications and education regarding medications;
 - (3) Money management;
 - (4) Use of public transportation;
 - (5) Use of community resources;
 - (6) Behavior control and impulse control;
 - (7) Frustration tolerance/stress management;
 - (8) Mental health/substance abuse education;
 - (9) Physical education; and
 - (10) Health education, e.g., AIDS, smoking, etc.
- b. **Behavioral Intervention Training.** Contractor shall provide behavioral intervention training which shall include but not be limited to the following subjects:
- (1) Behavior modification modalities;
 - (2) Remotivation therapy;
 - (3) Patient government activities;
 - (4) Group counseling; *and*
 - (5) Individual counseling.
- c. **Interpersonal Relationships.** Contractor shall provide opportunities for interpersonal relationships which shall include, but not be limited to:
- (1) Social counseling;
 - (2) Educational and recreational therapy; *and*
 - (3) Social activities such as outings and dances.
- d. **Pre-vocational Preparation Services.** Contractor shall provide pre-vocational preparation services which shall include, but not be limited to, the following activities:
- (1) Homemaking;
 - (2) Work activity; *and*
 - (3) Vocational counseling.
- e. **Pre-release Planning.** Contractor shall provide the following pre-release planning services:
- (1) Preparation for alternative (out-of-home) living;
 - (2) Linkage to medical services in the community, as needed;
 - (3) Medications needed at time of discharge; *and*
 - (4) Linkage to County Case Management services.
- B. **"Patch" Intensive Treatment Program (ITP).** Contractor shall provide Intensive Day Treatment Programs (ITPs) at its facilities for the care of seriously mentally ill Clients who, because of the severity of their mental illness may have a concurrent medical problem(s) who require additional services, and at times, more intense supervision and specialized treatment plans. Contractor's ITP services provide an alternative to, and diversion from, State hospital placement of those Clients who, without the ITP, would require State hospitalization. Contractor's ITP program services shall include, but may not be limited to, the following:
1. **ITP Program Services.** Contractor's ITP program services shall include, but may not be limited to, the following:
- a. Specialized medical treatment for specified medical conditions that prevent placement at a lower level of care, including, but not limited to:

Initials:

Contractor

County Dept.

SERVICE PLAN

Number 24-933-26

- (1) Pregnancy, up to the seventh month; and
- (2) Chronic medical problems that are exacerbated by unstable mental status, such as brittle diabetes.
- b. Treatment regimen for Clozapine patients;
- c. Focused intervention for SMI Clients with severe substance abuse problems;
- d. Treatment for SMI Clients who are HIV-infected;
- e. Adequate supervision for sexually vulnerable Clients who lack judgment and insight and/or whose poor impulse control due to the severity of their mental illness, results in their being sexually vulnerable;
- f. Treatment for those Clients who, because of known and identified behaviors, have "burned their bridges" and would not be treated without the benefit of the ITP;
- g. Treatment for those Clients who have previously been assaultive, but who have not been assaultive for two (2) weeks; and
- h. Linguistically and culturally relevant services for non-English-speaking, monolingual Clients. Contractor shall arrange for translator services for said Clients.

2. General Staffing.

- a. With the initial and continuing approval of County, Contractor shall assign to its ITP program appropriately trained and experienced staff who shall work exclusively for the ITP program, and who will act as Contractor's Treatment Team. Contractor's personnel records shall document the skills and experience of each staff member it assigns to the ITP program and shall identify ITP staff in each facility's organization chart;
- b. Contractor shall also hire a psychiatrist to provide Special Psychiatric Services as part of the fee rate set forth in the Payment Provisions of this Contract. Said Special Psychiatric Services shall be utilized for activities which are not eligible for payment under the Medi-Cal program, and shall include such activities as Treatment Team planning meetings, consultation with program staff and with County's IMD Liaison, family counseling, meetings with facility and County staff with regard to program development, and activities related to the legal status of Clients, as set forth below. In addition, Contractor shall arrange for non-salaried physicians to provide psychiatric and medical services on a Medi-Cal fee-for-service basis, payable by the Medi-Cal program and at no cost to the County under this Contract.;
- c. Contractor shall provide new ITP staff with at least twenty (20) hours of orientation and training, and shall provide all ITP staff with ongoing training at the minimum rate of one (1) hour per week, prorated for part-time staff. As requested by County's Mental Health Director or his/her designee, Contractor's ITP staff shall attend outside training activities;
- d. Contractor shall provide for its staff regularly scheduled clinical supervision groups which shall be conducted by mutually agreed upon professionals ; and
- e. Contractor shall obtain written approval from County's Mental Health Director or his/her designee prior to making any changes in its ITP staffing.

3. Program Management. Subject to written approval by County, Contractor shall provide a qualified Program Manager with mental health experience and training, who shall:

- a. Act as Contractor's primary contact person for County's IMD Liaison;

Initials: G 2 [Signature]
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

- b. Coordinate the various services provided by Contractor; and
 - c. Assist other Contractor staff in developing and implementing contract services.
4. **Treatment Team.** The activities of the Contractor's Treatment Team shall include, but may not be limited to, the following:
- a. **Clinical Information.**
 - (1) Contacting and/or receiving calls from previous or current service providers (case manager, conservator, therapist, etc.) during a patient's course of treatment at Contractor's facility;
 - (2) Relaying pertinent clinical information upon discharge to the next service provider (Board and Care operator, day treatment program, etc.); and
 - (3) Relaying, as soon as possible, clinical information to an acute psychiatric service to which a patient may be transferred.
 - b. **Assessment, Diagnosis, and Individual Treatment Plan.** Contractor's Treatment Team shall meet at least weekly to review the progress of Clients included in the Intensive Day Treatment Program. The Team shall develop an Intensive Treatment Plan (ITP) for each Client within State- and Federally-mandated time frames.

The ITP shall include a plan that identifies appropriate referrals for neurological, psychological and medical assessment for conditions which may be a factor in the Client's functioning or which may need treatment follow-up. Each ITP shall be revised by Contractor at least quarterly, and more often if appropriate. County's IMD Liaison will participate in the Treatment Team's weekly meetings.
 - c. **Individual Treatment.** Contractor shall provide individual counseling to appropriate Clients by staff who are licensed or supervised-license-eligible.
 - d. **Treatment and Education Directed Toward Family and Significant Others.** Contractor shall provide a Family Therapy Specialist who is a Licensed Marriage, Family and Child Counselor and who shall have regularly scheduled evening and weekend hours. The Family Therapy Specialist shall provide intervention, counseling and education for Clients and their families and/or significant others for those Clients in need of examining and restructuring relationships with significant others. The Therapist shall place emphasis on soliciting input from family members and significant others when collecting data for treatment plan development and on educating family/significant others about how they can support the treatment process. The Therapist shall conduct monthly group activities for Clients, and shall invite family members and significant others. Said monthly group activities shall be held at least two times a year at a location within Contra Costa County.
 - e. **Substance Abuse Treatment.** Contractor shall provide a Master's Degree level staff member trained in substance abuse treatment who will provide a program of counseling and education for Clients and families. This staff person shall have regularly scheduled evening and weekend hours.
 - f. **Certified Nursing Assistants.** Contractor shall provide, at all applicable facilities, Certified Nursing Assistants whose duties shall include, but not be limited to, the following:
 - (1) Observe and assist patients with personal hygiene and grooming;
 - (2) Encourage patients to participate in activities of daily living and program activities; and
 - (3) Other activities as assigned by program/nursing staff.

Initials:

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Contractor

[Signature]
County Dept.

SERVICE PLAN

Number 24-933-26

- g. **Activity Specialists.** Contractor shall provide, at all applicable facilities, Bachelor's degree level staff trained in the provision of occupational and/or recreational therapy programs. The Activity Specialists shall provide a variety of educational, problem solving, "hands on" re-entry groups. The focus of these activities shall be to promote socialization and improve self-help skills for Clients in order to increase the likelihood of successful community reintegration when the Client is discharged (i.e., re-enters the community).
 - h. **Medication Group Sessions.** Contractor shall conduct a weekly medication group session for Clients. Contractor shall attempt to increase Client empowerment and to improve informed consent in the area of medication, so that by the time Clients are ready for discharge to the community, the level of medication will be within a range which is appropriate for Clients living in the community.
 - i. **Case Monitoring.** The Treatment Team and the designated County IMD Liaison shall review all ITP Clients on a scheduled, regular basis by facility staff and designated County IMD Liaison.
 - j. **Psychological Testing.** Contractor shall provide psychological testing that is not covered by Medi-Cal if the Treatment Team determines that such testing is necessary.
 - k. **Use of ITP Staff.** In the event that any of the ITP staff described above has time available during which he/she is not involved in an activity related to his/her assigned specialized activity, he/she shall use that time to work directly with individual patients as part of Contractor's treatment milieu. The hours during which specialized staff performs non-specialized duties may be a regularly scheduled part of the employee's workweek.
5. **Client Participation Motivation.** Whenever possible, Contractor's program shall include passes, rewards, and other incentives and approaches to maximize Client participation in the program.
6. **ITP Program Schedule.** A daily program schedule [twenty-four (24) hour schedule] shall be submitted by Contractor for County's approval. This schedule may be modified upon the mutual consent of Contractor and County.

C. **Discharge Criteria and Planning.**

- 1. **Routine Discharges.** Contractor shall initiate discharge planning at the time of admission and the planning shall continue throughout the Client's stay. The treatment team, under the coordination of the IMD Program Director, shall assist in establishing an effective support network and outpatient services as available. The IMD Program Director shall coordinate his/her work with the Client's physician, responsible party, County IMD Liaison, and appropriate social service agencies in planning and effecting transfers or discharges. Records concerning discharges shall include, but may not be limited to, the following:
 - a. Discharge plans and goals shall be documented in the Client's record at admission and shall be updated quarterly.
 - b. Continuing re-evaluation of each Client's discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations.
 - c. Contractor shall provide discharge summaries to County's designated liaison within thirty (30) days of Client's discharge from the IMD.

Initials: GZ
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

- d. Contractor shall notify County of every regular discharge within twenty-four (24) hours of discharge.
2. **Unanticipated Discharges.** In the event of unanticipated discharge, Contractor shall notify the Client's physician and County's representative within twenty-four (24) hours of Client's discharge. In the event that such discharge occurs after normal business hours, Contractor may contact County's Psychiatric Emergency Service at Contra Costa Regional Medical Center and Health Centers.
- a. Contractor shall make its best efforts to assist County and Client's physician with an orderly transfer and shall provide County with advance notice of Client's impending discharge, if possible;
- b. Contractor's nursing notes shall provide the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the Client to the receiving facility; and
- c. In the event that a Client becomes Absent Without Leave (AWOL) Contractor shall notify the County Crisis Unit, the attending physician, and the IMD Liaison no later than twelve (12) hours after a Client becomes AWOL.
3. **Other Discharge Criteria.**
- a. In no case shall Contractor discharge Clients for exhibiting symptoms ordinarily attributed to mental disease, e.g., lack of motivation. Clients who are uncontrollably and persistently violent or who set fires may be considered for discharge after discussion and coordination with County's Mental Health Medical Director or his/her designee;
- b. Clients shall be discharged from the IMD only upon the written order of the attending physician or the IMD Medical Director;
- c. If a Client has been voluntarily admitted to the IMD and wishes to leave the facility without the order of his/her physician, the Client must sign a statement acknowledging departure from the IMD without a written physician order; and
- d. In the case of an untoward incident, e.g., injury or death of a Client, the attending physician, and the IMD Liaison shall be notified immediately. Contractor shall provide a written report of the incident to the County IMD Liaison and the attending physician within forty-eight (48) hours of the incident.
- e. Upon discharge or death of the Client:
- (1) Contractor shall refund:
- (a) any unused funds received by the facility for the Client's bill to the payor source within thirty (30) days; and
- (b) any entrusted funds held in an account for the Client to the Client within three (3) normal banking days.
- (2) Any money or valuables which were entrusted by the Client to the care of the IMD and stored at the IMD shall be returned to the Client upon demand in exchange for a signed receipt.

Initials: 62 AV
Contractor County Dept.

SERVICE PLAN

Number 24-933-26

D. Case Management.

1. Contractor shall provide ongoing assessment of need for case management. Each Client shall be reviewed by the treatment team upon admission and at least quarterly to assure that all Client needs are met;
2. The IMD Program Director or his/her designee shall contact the County-designated Case Management staff/liaison or Conservator when services are required. Support staff shall hold regularly-scheduled meetings; and
3. Subject to appropriate approvals for release of information, Client records shall be available to County's IMD Liaison and County's Utilization Review Staff, as needed.

E. Medical Care of IMD Clients.

1. **Emergency Care.** In the event of a medical emergency, the Contractor shall arrange for the Client to be treated at the nearest medical facility which can provide definitive treatment of the Client's problem. When the Client is stabilized, Contractor shall notify the Client's Conservator and County's IMD Liaison.
2. **Non-Emergency Care.** In the event that a Client requires medical care of a non-emergent nature, and the cost of such service may exceed \$2,000, Contractor must notify the Client's Conservator and the Mental Health Medical Director prior to authorizing such care.

- F. Bilingual/Bicultural Programming.** Contractor shall be responsible for using available staff resources to provide Bilingual/Bicultural programming which shall include, but may not be limited to: providing services to non-English-speaking Clients in their own languages and providing services that incorporate the cultural background of the Client, taking into consideration the language, family structure, religion, nutritional habits, belief system, or other cultural needs of the Client.

VI. REPORTING OF SERVICES. Contractor shall report daily and/or monthly to County via electronic transmission (Modem or FAX) in a format specified by County. Reports shall include, but may not be limited to, the following:

- A. Daily census detail including admissions, discharges and transfers within facilities; and
- B. Monthly summary statistics on diagnoses, average length of stay, and medication utilization.

VII. QUALITY ASSURANCE AND UTILIZATION REVIEW REQUIREMENTS. Contractor shall comply with requirements and procedures established by the State, County, and Federal governments for quality assurance and utilization review, including, but not limited to, submission of periodic quality assurance reports to County; staff assignments for utilization review and coordination of duties; use of standardized case record and treatment planning forms; peer review; and medication monitoring. In addition, Contractor shall allow County-designated employees access to Contractor's medical records for its IMD Clients.

VIII. PSYCHOPHARMACOLOGY. Contractor shall, through its Medical Director, maintain appropriate medication regimens for its IMD Clients. Contractor's Medical Director, or designated Psychiatrist, shall be well-versed in the clinical indications for, and use of, effective medications including Clozapine and/or other innovative treatments of mental disease.

Initials: G

Contractor

 [Signature]
County Dept.

SERVICE PLAN

Number 24-933-26

- IX. CONSERVATORSHIP HEARINGS.** Contractor shall make its best efforts to ensure that Client's attending physician, or his/her designee, attend conservatorship hearings.
- X. SERVICE UNIT DEFINITION.** A unit of service for payment and reporting purposes shall be known as one "Client-day" which is defined as one (1) calendar day during which Contractor provides program services to a Client under this Contract, except that the day of a Client's discharge from the program shall not be considered a "Client-day", and Contractor shall not charge County for that calendar day.
- XI. FEE RATES.**
- A. **Fee Schedule.** During the term of the Contract, subject to the Contract Payment Limit, County shall pay Contractor at the rates specified in the attached Exhibit (Fee Schedule) which is incorporated herein by this reference.
- B. **Prior Authorization.** County shall pay Contractor the above specified fee rates for Basic Title 22 SNF/STP Services for all Clients who are referred to Contractor and are authorized by County's Mental Health Director or his/her designee prior to admission to Contractor's facilities for care and treatment under this Contract in Contractor's Basic Title 22 SNF/STP Service Program as described in Service Plan Paragraph V. In addition, County shall also pay Contractor the above specified "Patch" Treatment Program fee rates for certain Clients whom County referred to Contractor and whom County's Mental Health Director or his/her designee authorized in advance to receive additional treatment services under this Contract in a "Patch" Treatment Program in one of Contractor's specified facilities.
- C. **Unoccupied Beds.** County shall reimburse Contractor at the Medi-Cal bed hold rate (Title 22 of the California Code of Regulations, § 51535.1) for beds which are unoccupied as a result of approved temporary Client absences, as determined by Contractor and County to be appropriate.
- XII. THIRD-PARTY PAYMENT LIABILITY.** Contractor shall be solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract.
- XIII. ADJUSTMENTS FOR ERRONEOUS DEMANDS AND PAYMENTS.**
- A. If any payments are demanded by Contractor in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, bulletins, and circulars), or if County determines that any payment amounts received by Contractor are erroneous or otherwise invalid, County may deduct the amount of such erroneous payments from payments otherwise payable to Contractor in order to recover any such amount erroneously paid in the current or preceding fiscal years.
- No such action taken by County shall entitle Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant, or Client, including Contractor's staff. Any such reduction in services may be deemed sufficient cause for termination of this Contract. Within

Initials:

92
Contractor

AK
County Dept.

SERVICE PLAN

Number 24-933-26

thirty (30) days of request by County, Contractor shall reimburse County for any such erroneous payments which are in violation of this Contract.

- B. Contractor shall indemnify County full and completely for any repayment of funds made by the County to the State or Federal governments after it has been determined that such repayment is required from the County due to erroneous, unauthorized or illegal payment demands by Contractor. The State or Federal government's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.

XIV. **HIPAA REQUIREMENTS.** Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Attachments, which are incorporated herein by reference.

XV. **550 PATTERSON BOULEVARD, PLEASANT HILL.** The following provisions apply only to the facility located at 550 Patterson Boulevard, Pleasant Hill:

- A. Clients receiving services at this facility will only be those persons referred there by the County's Mental Health Division.
- B. Contractor shall make available adequate office space at the facility for the County's Mental Health Division staff between the hours of 9:00 a.m. and 8:30 p.m. County staff will be present at the facility at least twenty (20) hours per week (Sunday through Saturday).
- C. Considering the County and Contractor's resolve that the facility be managed safely and effectively, the County intends to do the following:
1. Provide an extra level of participation in and monitoring of the Contractor's services and operations at the Crestwood Healing Center. It is anticipated that such participation and monitoring will involve a County psychiatrist (e.g., in the management of Client medication), the equivalent of a full-time licensed County Mental Health Division staff member (e.g., to attend meetings, monitor Client progress, or intervene as necessary), case managers, a County utilization review nurse, and an adult services program manager.
 2. Upon request by the City of Pleasant Hill, the County will submit status reports to the City on activities at the facility.
 3. The County will participate on Neighborhood Committees when requested by the Neighborhood Committee.

Initials:

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Contractor

[Signature]
County Dept.

EXHIBITNumber 24-933-26**FEE SCHEDULE**

During the term of the Contract, subject to the Contract Payment Limit, County shall pay Contractor at the following fee rates for County-authorized Clients who are admitted to, and receive care and treatment in, Contractor's facility:

A. **Crestwood Manor - Stockton (Facility #104/Provider #0045), located at 1130 Monaco Court in Stockton:**

1. \$ 164.09 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 SNF care and treatment authorized by County;
2. \$ 27.00 per Client per unit of service for Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 SNF care and treatment authorized by County;
3. \$ 25.00 per Client per unit of service for geriatric Clients;
4. \$ 50.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services; *and*
5. \$ 30.00 per Client per unit of service for Clients who need special medical attention (i.e., oxygen).

B. **Crestwood Manor - Sacramento (Facility #106/Provider #0043), located at 2600 Stockton Boulevard in Sacramento:**

1. \$ 174.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County; *and*
2. \$ 211.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services.

C. **Crestwood Manor - San Jose (Facility #107/Provider #0044), located at 1425 Fruitdale Avenue in San Jose:**

1. \$ 207.00 per Client per unit of service for Clients who are enrolled in and who receive the Contractor's Basic Title 9 MHRC care and treatment authorized by County;
2. \$ 217.00 per Client per unit of service for Clients who are pregnant and enrolled in and who receive the Contractor's Basic Title 9 MHRC care and treatment authorized by County; *and*
3. \$ 17.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services.

D. **Our House (Facility #136/Provider #0097), located at 2201 Tuolumne Street in Vallejo:**

1. \$ 100.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 ARF/CCL care and treatment authorized by County;

Initials:

G2
Contractor[Signature]
County Dept.

EXHIBITNumber 24-933-26

- E. **Crestwood Center - Eureka (Facility #110), located at 2370 Buhne Street in Eureka:**
1. \$ 181.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 SNF/STP care and treatment authorized by County.
- F. **Crestwood Manor - Vallejo (Facility #111/Provider #0046), located at 115 Oddstad Drive in Vallejo:**
1. \$ 257.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 SNF/STP/Title 9 MHRC care and treatment authorized by County;
 2. \$ 219.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services;
 3. \$ 194.00 per Client per unit of service for geriatric Clients who are enrolled in and who receive enhanced "Patch" ITP services, which are over-and-above the Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services;
 4. \$ 182.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced "Patch" ITP services, which are over-and-above the Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services; and
 5. \$ 225.00 per Client per unit of service for Clients approved in advance by the County's Mental Health Director (or her designee), who are enrolled in and who receive enhanced "Patch" IPT services which are over-and above Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services, and for whom extra staffing must be provided.
- G. **Crestwood Manor - Modesto (Facility #112/Provider #0041), located at 1400 Celeste Drive in Modesto:**
1. \$ 164.09 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 SNF/STP care and treatment authorized by County;
 2. \$ 25.00 per Client per unit of service for geriatric Clients; *and*
 3. \$ 27.00 per Client per unit of service for Clients who are under the age of sixty-five (65).
- H. **Crestwood Center - Bakersfield (Facility #115), located at 6600 Eucalyptus Drive in Bakersfield:**
1. \$ 211.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County; *and*
 2. \$ 467.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services.

Initials:

92
Contractor[Signature]
County Dept.

EXHIBITNumber 24-933-26

- I. **Crestwood Center - Angwin (Facility #116/Provider #0038), located at 295 Pine Breeze Drive in Angwin:**
1. **\$ 249.00** per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County;
 2. **\$ 199.00** per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services; *and*
 3. **\$ 162.00** per Client per unit of service for Clients who score between twenty-one (21) and forty-nine (49) in the admission assessment process.
- J. **Crestwood Geriatric Center - Fremont (Facility #120/Provider #0040), located at 2171 Mowry Avenue in Fremont:**
1. **\$ 190.23** per Client per unit of service for non-Medi-Cal Clients who are under the age of sixty-five (65) who are enrolled in and who receive the Basic Title 22 SNF/STP care and treatment authorized by County; *and*
 2. **\$ 118.00** per Client per unit of service for Clients who are enrolled in and who receive Contractor's Neurobehavioral Program care and treatment authorized by County.
- K. **American River Center - Carmichael (Facility #123), located at 4741 Engle Road in Carmichael:**
1. **\$ 189.00** per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 ARF/CCL care and treatment authorized by County.
- L. **Crestwood Manor - Fremont (Facility #134/Provider #0073), located at 4303 Stevenson Boulevard in Fremont:**
1. **\$ 20.00** per Client per unit of service for geriatric Clients;
 2. **\$ 28.00** per Client per unit of service for Clients who are under the age of sixty-five (65); *and*
 3. **\$ 50.00** per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services;
- M. **Crestwood Healing Center (Facility #138/Provider #140000083), located at 550 Patterson Boulevard in Pleasant Hill:**
1. **\$ 145.00** per day for the provision of Residential Treatment Facility (RTS) services;
 2. **\$ 100.00** per day for the provision of Adult Residential Facility (ARF) services; *and*
 3. **\$ 125.00** per hour for the provision of psychiatric services.
- N. **Vallejo Hope Center (Facility #111/Provider #0046), located at 115 Oddstad Drive in Vallejo:**
1. **\$ 100.00** per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 CCL/RCFE services.

Initials:

42
Contractor[Signature]
County Dept.

SPECIAL CONDITIONS

Number 24-933-26

1. **Novation.** The parties entered into prior Contract #24-933-25 for the period from July 1, 2008 through June 30, 2009, which included a six-month automatic extension through December 31, 2009. County and Contractor hereby agree to substitute this Contract #24-933-26 for the aforesaid six-month automatic Contract extension. Effective July 1, 2009, all Contract rights and obligations of the parties will be governed by this Contract #24-933-26.
2. **Financial Statement and Cost Report.**
 - a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract. Contractor will have the financial statement and the cost report reviewed and verified by an independent Certified Public Accountant and will submit said financial statement and cost report, together with the Certified Public Accountant's verification, to County not later than seventy-five (75) days following the expiration or termination of this Contract, whichever comes first. The financial statement and cost report are required for information only and will not be used by County to adjust payments made to Contractor during the term of this Contract.
 - b. **Penalty for Late Submission of Financial Statement and Cost Report.** In the event Contractor fails to submit an accurate and complete financial statement and cost report within seventy-five (75) days following the earlier of the expiration or termination of this Contract, (such expiration or termination, the "Termination Date"), Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the financial statement and cost report is late (the "Late Penalty"). The Late Penalty shall commence on the seventy-sixth (76th) day following the Termination Date of the Contract. If Contractor does not submit an accurate and complete financial statement and cost report by the one hundred and twentieth (120th) day following the Termination Date of this Contract, Contractor shall pay to County, upon demand, all amounts covered by the outstanding financial statement and cost report and paid by County to Contractor in the fiscal year for which the financial statement and cost report is outstanding. Penalties pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.
2. **Audit Requirements.** In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within one hundred eighty (180) days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee.
3. **Modification of Indemnification.** Paragraph 18. (Indemnification), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

"18. **Indemnification.** Each party shall defend, indemnify and hold the other party harmless for all loss, costs and obligations, including attorney fees, judgments, and settlements arising from each party's respective liability whether sole or contributory."
4. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

"19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

 - a. **Liability Insurance.** Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all

Initials: g2
Contractor

[Signature]
County Dept.

SPECIAL CONDITIONS

Number 24-933-26

damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

e. Professional Liability Insurance. Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of \$ 5,000,000 annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage."

5. Automatic extension. Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2010, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six-month period through December 31, 2010 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions. Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, and to allow County time in which to complete a novation or renewal contract for Contractor and County Board of Supervisors approval. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, is increased by \$ 3,250,000 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract.
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above.
- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto.
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the contract period specified in Paragraph 3. (Term), in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project), and

Initials:

52
Contractor

[Signature]
County Dept.

SPECIAL CONDITIONS

Number 24-933-26

- e. In addition to the cost report specified above, Contractor will also submit to County, no later than sixty (60) days following termination of this Contract as extended, an extension period cost report covering the period of this six (6) month extension. County and Contractor will follow the cost report and settlement procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

Initials: GZ SM
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

- a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

- b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing

Initials: gr SW
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

Initials: 92 [Signature]
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform

Initials:

Contractor

County Dept.

**GENERAL CONDITIONS
(Purchase of Services - Long Form)**

all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies)

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Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the

Initials: 92 [Signature]
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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HIPAA BUSINESS ASSOCIATE ATTACHMENT

Effective July 1, 2009 through February 16, 2010

To the extent, and as long as, required by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (hereinafter referred to as "HIPAA"), this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number 24-933-26 (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
 - a. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 45 CFR Section 160.103.
 - b. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.
 - c. **Data Aggregation** has the meaning given to such term under the Privacy Rule set forth at 45 CFR Section 164.501.
 - d. **Designated Record Set** has the meaning given to such term under the Privacy Rule set forth at 45 CFR Section 164.501.
 - e. **Electronic Media** is:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
 - f. **Electronic Protected Health Information (ePHI)** is any health information, including health care or health payment information, that identifies, or could be used to identify the individual to whom it pertains and that is stored in or transmitted by electronic media.
 - g. **Health Care Operations** has the meaning given to such term under the Privacy Rule set forth at 45 CFR Section 164.501.
 - h. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Parts 160 and 164, as in effect or as amended.
 - i. **Protected Health Information ("PHI")** means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule set forth at 45 CFR Section 164.501.

Initials: 42
Contractor

[Signature]
County Dept.

- j. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- k. **Required by Law** has the same meaning given to such term under the Privacy Rule set forth at 45 CFR 164.103.
- l. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- m. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 CFR Parts 160 and 164, as in effect or as amended.

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. **Obligations of Associate.**

- a. **Permitted Uses.** Associate agrees not to use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law.
- b. **Permitted Disclosures.** Associate agrees not to disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by County, except that Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment.
- d. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within five (5) working days of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by HIPAA laws and regulations.
- e. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- f. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 CFR Section 164.524.
- g. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set,

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Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.

- h. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.502; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.
- i. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- j. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure.
- k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- l. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement.
- m. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly

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understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.

- n. **Certification.** At any time during the term of the Agreement and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HIPAA Regulations, and this Attachment.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

- 4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

5. **Changes to HIPAA and its regulations.**

- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.
- b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.

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6. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
- d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA and the HIPAA regulations.
- e. **Survival.** The obligations of Associate pursuant to Sections 2.l. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

Form Approved by County Counsel

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HIPAA BUSINESS ASSOCIATE ATTACHMENT
Effective February 17, 2010

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number 24-933-26 (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (collectively, the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate 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 and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.
 - b. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - c. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.
 - d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - f. **Electronic Media** is:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
 - g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.

Initials: 52

Contractor

[Signature]
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- h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
- j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- k. **Protected Health Information** ("PHI") means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
- l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.
- n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. **Obligations of Associate.**

- a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.
- b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health

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care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.

- d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.
- i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement

Initials:

Contractor

County Dept.

officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

- j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.
- o. **Notification of Breach.** During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct

Initials:

Contractor

County Dept.

on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.

- p. **Breach Pattern or Practice by County.** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

5. **Changes to HIPAA and its regulations.**

- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.

Initials: GZ
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County Dept.

- b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.

6. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
- d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.
- e. **Survival.** The obligations of Associate pursuant to Sections 2.1. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

Form approved by County Counsel [12/2009]

Initials:

92
Contractor


County Dept.

To: Board of Supervisors

From: William Walker, M.D., Health
Services Director

Date: December 14, 2009



**Contra
Costa
County**

Subject: Novation Contract #24-933-26 with Crestwood Behavioral Health, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #24-933-26 with Crestwood Behavioral Health, Inc., a corporation, in an amount not to exceed \$6,500,000, to provide subacute skilled nursing care services for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$3,250,000.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides subacute skilled nursing care services for County's Seriously and Persistently Mentally III (SMPI) and neurobehavioral clients.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/12/2010**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES	5	NOES	
ABSENT		ABSTAIN	
RECUSE			

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 12, 2010

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Donna Wigand, 957-5111

cc: B Borbon, D Morgan

BACKGROUND: (CONT'D)

On June 24, 2008, the Board of Supervisors approved Novation Contract #24 933-25 with Crestwood Behavioral Health, Inc. for the period from July 1, 2008 through June 30, 2009, (with a six-month automatic extension through December 31, 2009), for the provision of Subacute skilled nursing care for County's Seriously and Persistently Mentally Ill (SMPI) and Neurobehavioral clients.

Approval of Contract #24 933-26 will replace the automatic extension allowing the Contractor to continue providing services through June 30, 2010, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	W-9		Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)				
	Business name, if different from above Crestwood Behavioral Health, Inc.				
	Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding				
	Address (number, street, and apt. or suite no.) 7590 Shoreline Drive		Requester's name and address (optional)		
City, state, and ZIP code Stockton, CA 95219					
List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

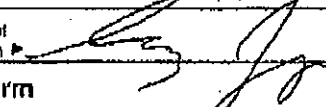
Social security number								
or								
Employer identification number								
6	8	0	3	9	9	4	9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person 	Date 8/25/09
-----------	--	---------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(e) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

Home | Sites | Applications | iHELP | Logout

Search CHHS:

Search

Contract & Grants | Help

Initiate Request

Track Request

Process Request

Process Contract

Contract INS

Requests waiting approval for: Carole Rodrigues

Actions

MH-NMC-61715-27809 -- CRESTWOOD BEHAVIORAL HEALTH, INC

Approve Selected Item

Deny Request

View

Print

Contracts

Grants

Contract Request - Outgoing Funds [For Instructions see IISD Policy 105A](#)

Request Date: 8/27/2009

Contract Tracking # MH-NMC-61715

Division: Mental Health - Stacey Tupper

Reason for Request

Monitoring

STACEY TUPPER

Phone 7-5120

☐ Initial Contract☐ Renewal Contract #

Find

☒ Novation Contract #

24933

Find

Contract # Not assigned

☐ Terminate Contract #

Find

☐ Amend Contract #

Find

☐ Extend Time☐ Add Funds☐ Decrease Funds☐ Other

Contract Notes:

PLEASE USE PRIOR SERVICE PLAN, NEW RATES ATTACHED.

Service Description:

SUBACUTE SKILLED NURSING CARE FOR COUNTY'S SERIOUSLY AND PERISTENTLY MENTALLY ILL AND NEUROBEHAVIORAL CLIENTS.

Attachments

Contractor		Last Name, First Name if contractor is an individual		CRESTWOOD BEHAVIORAL HEALTH, INC.		Lookup...	Contact Person	GARY ZEYEN
Doing Bus. As							Phone #	209-955-2329
Legal Address		520 CAPITOL MALL, STE 600					Contact e-mail	GZEYEN@CBHI.NET
City		SACRAMENTO	State	CA	Zip	95814	Legal Status	FOR-PROFIT CORPORATION
Mailing		P. O. BOX 7877					HIPAA Business Associate	<input checked="" type="radio"/> Yes <input type="radio"/> No
City		STOCKTON	State	CA	Zip	95287-087		

SBE/Outreach Program

- ☐ Woman-owned Business Enterprise
☐ Minority owned Business Enterprise
☐ Disabled veterans Business Enterprise
☐ Disadvantaged Business Enterprise
☐ Small Business Enterprise

- ☐ State Certified Business
☐ Local Business Enterprise
☐ Sole-source Provider
☐ Other Business
☐ Exempt Business (Nonprofit, Contractor subject to withholding)

Certification Expires

Solicited Contractors

For direct service providers:

Has Medicare/Medi-Cal Provider number been obtained

☐ Yes ☐ No ☒ Not Applicable

Has Medi-Cal certification been received

☐ Yes ☐ No ☒ Not Applicable

Has provider's State license been reviewed

☐ Yes ☐ No ☒ Not Applicable

Term

Effective 7/1/2009

Terminates 6/30/2010

Effective Date of Amendment

Effective Date of Termination

With automatic contract extension for 6 months

Payment Limit

Contract Payment Limit

8242118.00

Amended Contract Payment Limit

Expenses

0.00

Automatic Extension Amount

4121058.00

Amended Automatic Extension Amt

For Contractors Subject to withholding:

Compute Totals

Payment Limit less

Expense/paid payroll taxes:

FICA

(6.2% X max of the current GASDI amount)

Medicare

(1.45% X payment limit less expenses)

Workers' Comp

(1.5% X payment limit less expenses)

Unemployment

(0.2% X payment limit less expenses)

Expenses

TOTAL COST TO COUNTY

Payment Method

☐ Fee Basis☐ hourly☐ monthly

Attachments

☐ Cost Basis (attach Budget)☒ Fee Schedule (attach Schedule)**Funding Source**

	Grant #	Fiscal Year	Amount	Percent	Cost Center	Object Code
Federal Program Name			0.00	0		
State Program Name			250000.00	3	5724	2320
County Program Name			7992116.00	97	5984	2320
Other Program Name			0.00	0		
Compute Totals			TOTAL	8242116.00		

☒ Funding in current budget☐ Appropriation adjustment needed☐ Requires Personnel action**JUSTIFICATION FOR THIS CONTRACT**

RENEWAL OF CONTRACT FOR RESIDENTIAL SUBACUTE SKILLED NURSING, MENTAL HEALTH REHABILITATIVE, AND ADULT
 RESIDENTIAL CARE FOR THE COUNTY'S SEVERELY AND PERSISTENTLY MENTALLY ILL CLIENTS. NO INCREASE IN
 PAYMENT LIMIT. 2009-10 RATES, W-9 AND ACKNOWLEDGEMENT OF POLICIES STATEMENT ATTACHED.
 24-933

Save & Submit

Cancel

April 14, 2010

To: Direct Care Staff and Medical Records

From: Cindy

Re: Discharge paperwork

As a follow-up to our in-service last week, here is the new discharge paperwork.

For a planned discharge, complete:

1. Transfer/Discharge Form – 2 pages
2. Transition Aftercare Plan – 2 pages
3. Review and Summary of Treatment – 1 page
4. Mental Status Exam @ Discharge – 2 pages
5. Release of Prescribed Medications for Discharge – 1 page

For an unplanned transfer, complete:

1. Transfer/Discharge Form – 2 pages
2. photocopy of the MAR
3. photocopy of the Face Sheet
4. Other parts of the chart as directed

Do not forget that if you write “see attached” that you MUST attach the sheet to the packet.

Do not forget to make a photocopy of everything for the chart.

*Same
paperwork and
procedure for
Bridge and
Pathway*



CRESTWOOD TRANSFER/DISCHARGE FORM
To be used for all discharges

Client Name: _____ Age: _____ Sex: _____ Marital Status: _____

SS#: _____ Admit Date: _____ Discharge Date: _____ Med. Rec. # _____

Medicare# _____ Medical# _____ Private/other: _____

RELATIONSHIP INFORMATION:

Name: _____ Relationship: _____

Address: _____ Phone # _____

Responsible Party: _____

Address: _____ Phone # _____

TRANSFER INFORMATION:

Transferred From: _____

Address: _____ Phone # _____

Transferred To: _____

Address: _____ Phone # _____

Transported By: _____

Axis #1 _____ Axis #2 _____ Axis #3 _____

Axis #4 _____ Axis #5 _____

REASON FOR TRANSFER: _____

Medical/Behavioral Summary & Prior Medical History(Send copies of Physicians orders, labs, X-Rays, consults, H & P, Recovery Service Plans. Include time of last dose of medications)

Diet: _____ Allergies: _____

Specific Medical Treatments & Frequency: _____

Further Services Needed or Recommended: _____

Sensory & Physical Impairments (Place an X in applicable boxes)

Disabilities: ☐ Amputation ☐ Paralysis ☐ Contractures ☐ Other
☐ Prosthetic/Adaptive Devices

Dental: ☐ own teeth ☐ edentulous ☐ Partial ☐ Dentures ☐ Upper ☐ Lower

Condition of gums, teeth and oral cavity ☐ Good ☐ Fair ☐ Poor

Hearing: ☐ Good ☐ Fair ☐ Poor ☐ Hearing Aid

Vision: ☐ Good ☐ Fair ☐ Poor ☐ Glasses

Weight Bearing Status: ☐ Full Weight ☐ Partial Weight ☐ No Weight

Communication: ☐ Writes ☐ Reads ☐ Talks/Verbal ☐ Understands & Comprehends
☐ Other Language

Behavioral/Cognitive: ☐ Alert ☐ Confused ☐ Withdrawn ☐ Forgetful ☐ Suicidal
☐ AWOL Risk ☐ Agitated ☐ Assaultive ☐ Delusional ☐ Other

Current Functional Status (Place an x in appropriate boxes)

	Independent	Supervised	Limited Assistance	Extensive Assistance	Dependent
Mobility					
walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
walker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
crutches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
cane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Independent Living skills					
Bathes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dresses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brush teeth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleans living area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Incontinence: ☐ Bladder ☐ Bowel (last movement : _____)

Catheter: ☐ yes ☐ no Date last changed _____

Height: _____ Weight: _____ BP: _____ T _____ R _____ P _____

Licensed Staff/CCL Staff Signature _____

Date _____

Client Name: _____ MR # _____

Crestwood Transition Aftercare Plan

COMPLETION OF THIS PAGE NOT REQUIRED FOR EMERGENCY TRANSFERS

Recapitulation of client stay: Describe reason for admission, services provided, interventions & outcomes.

Current Mental/ Psychosocial Status: Describe strengths, needs, abilities, preferences, interpersonal relationships, goals and indicators of client's behavior and mood.

Nutrition: Describe dietary restrictions, clinical observations, intake, eating preferences, comprehension of teaching needs & goals.

Admission weight _____ Discharge weight _____

Significant Lab / XRAY / Other diagnostic findings (Recap and/or attach copies)

Reason for discharge: (Rehab Potential)

Recommended Follow-up:

Consumer Statement: (Personal goals reached. Progress in recovery & needed support. Resources for a successful discharge)

Client's Name _____

MR # _____

Crestwood Discharge Transition Aftercare Plan Form

Page 2

Contact/Referrals	Name	Address	Phone #	Appointments

The following have participated in the above plan of care for preparation and orientation for transfer/discharge:

- ☐ Nursing ☐ Dietary ☐ Social Services ☐ Family/Relative ☐ CM/FSP ☐ Client
☐ Responsible Party ☐ Discharge Planner ☐ Other

State Ombudsman
Sacramento, CA
1-800-231-4024
(916) 488-9550

Office of Patients Rights
1600 9th Street, Rm. 150
Sacramento, CA 95814
(916) 654-1512

Dept. Of Health Services
State Licensing and Certification
630 Bercut Dr. Suite B
Sacramento, CA 95814
(916) 341-6845

I have received a copy of the transition aftercare plan;

Client signature _____ Date _____

Copies to be, given to Conservator and Client and, Included in Discharge Packet and Facility Record.

Client Name _____ MR# _____

Discharge Review and Summary of Treatment at The Bridge

Functioning on Admission (including previous placement and reason for referral):

Treatment Goals and Accomplishments:

Reason and Plan for Discharge:

Progress made in the following areas during program (include Wellness Tools):

Consumer to continue progressing in the following areas:

Follow-up related to these goals:

The Bridge Staff will continue to be available by phone for a period of up to three months post-discharge for treatment coordination.

Resident's Signature _____ Date _____

Counselor/Service Coordinator's Signature _____ Date _____

Crestwood Healing Center: The Bridge
Mental Status Exam @ Discharge

Consumer Name: _____ Date: _____

Physical Appearance <input type="checkbox"/> WID <input type="checkbox"/> WIN <input type="checkbox"/> Obese <input type="checkbox"/> Underweight Other: _____ _____
Dress <input type="checkbox"/> Well groomed <input type="checkbox"/> Disheveled <input type="checkbox"/> Clean <input type="checkbox"/> Dirty <input type="checkbox"/> Bizarre Other: _____ _____
Psychomotor Activity <input type="checkbox"/> Relaxed <input type="checkbox"/> Hyperactive <input type="checkbox"/> Retarded <input type="checkbox"/> Tense <input type="checkbox"/> Anxious <input type="checkbox"/> Tremor <input type="checkbox"/> Posturing <input type="checkbox"/> Gesturing <input type="checkbox"/> Pacing Other: _____ _____
Facial expression: <input type="checkbox"/> Animated <input type="checkbox"/> Expressionless <input type="checkbox"/> Eye contact <input type="checkbox"/> Tics <input type="checkbox"/> Grimaces Other: _____ _____
Behavior <input type="checkbox"/> Appropriate <input type="checkbox"/> Inappropriate <input type="checkbox"/> Agitated <input type="checkbox"/> Combative <input type="checkbox"/> Threatening <input type="checkbox"/> Assaultive Other: _____ _____
Voice <input type="checkbox"/> Clear <input type="checkbox"/> Loud <input type="checkbox"/> Soft <input type="checkbox"/> Whisper <input type="checkbox"/> Mumbling <input type="checkbox"/> Mute Other: _____ _____
Speech <input type="checkbox"/> Spontaneous <input type="checkbox"/> Pressured <input type="checkbox"/> Garrulous <input type="checkbox"/> Taciturn <input type="checkbox"/> Staccato <input type="checkbox"/> Monotonous <input type="checkbox"/> Slurred <input type="checkbox"/> Hesitant <input type="checkbox"/> Dramatic <input type="checkbox"/> Rapid <input type="checkbox"/> Slow <input type="checkbox"/> Lispng <input type="checkbox"/> Stuttering <input type="checkbox"/> Emotional Other: _____ _____
Attitude <input type="checkbox"/> Cooperative <input type="checkbox"/> Uncooperative <input type="checkbox"/> Defensive <input type="checkbox"/> Hostile <input type="checkbox"/> Apathetic <input type="checkbox"/> Seductive <input type="checkbox"/> Evasive <input type="checkbox"/> Ingratiating <input type="checkbox"/> Open <input type="checkbox"/> Guarded <input type="checkbox"/> Contemptuous <input type="checkbox"/> Perplexed Other: _____ _____
Attentiveness <input type="checkbox"/> Attentive <input type="checkbox"/> Inattentive <input type="checkbox"/> Hypervigilant <input type="checkbox"/> Lethargic <input type="checkbox"/> Selective inattention Other: _____ _____
Intelligence <input type="checkbox"/> Average <input type="checkbox"/> Above average <input type="checkbox"/> Below average <input type="checkbox"/> Significantly below average <input type="checkbox"/> Profoundly below avg. Fund of Knowledge <input type="checkbox"/> good <input type="checkbox"/> poor

Consumer Name: _____

Date: _____

Memory Immediate: remembers _____ words out of _____ in _____ tries i.e. robin, carrot, piano, green	
Recent (minutes to days)	<input type="checkbox"/> good <input type="checkbox"/> poor
Recent past (days to months)	<input type="checkbox"/> good <input type="checkbox"/> poor
Recent past (years)	<input type="checkbox"/> good <input type="checkbox"/> poor
Mood <input type="checkbox"/> Euthymic <input type="checkbox"/> Depressed <input type="checkbox"/> Despairing <input type="checkbox"/> Irritable <input type="checkbox"/> Angry <input type="checkbox"/> Anxious <input type="checkbox"/> Frightened	
<input type="checkbox"/> Expansive <input type="checkbox"/> Euphoric Other: _____	
Affect <input type="checkbox"/> Full range <input type="checkbox"/> Constricted <input type="checkbox"/> Blunted <input type="checkbox"/> Flat <input type="checkbox"/> Labile <input type="checkbox"/> Appropriate <input type="checkbox"/> Inappropriate	
Other: _____	
Calculations <input type="checkbox"/> good <input type="checkbox"/> poor	count by 3's backward from 10
Judgment <input type="checkbox"/> good <input type="checkbox"/> poor	
Abstractions <input type="checkbox"/> good <input type="checkbox"/> poor	i.e. Don't cry over spilt milk, A watched pot never boils.
Insight <input type="checkbox"/> good <input type="checkbox"/> poor	
Oriented to: <input type="checkbox"/> Person <input type="checkbox"/> Place <input type="checkbox"/> Time <input type="checkbox"/>	
Perception (Check all that apply)	
<input type="checkbox"/> Delusions Content:	
<input type="checkbox"/> Hallucinations Visual or Auditory and Content:	
<input type="checkbox"/> Obsessions	
Thought Process (Check all that apply) :	
<input type="checkbox"/> Goal oriented <input type="checkbox"/> Rambling <input type="checkbox"/> Circumstantial <input type="checkbox"/> Incoherent	
<input type="checkbox"/> Linear <input type="checkbox"/> Loose Association <input type="checkbox"/> Flight of Ideas <input type="checkbox"/> Word Salad	
<input type="checkbox"/> Tangential <input type="checkbox"/> Fragmented	

Signature

Date

The Bridge
Crestwood Healing Center
550 Patterson Blvd
Pleasant Hill, CA 94523
925-938-8050

Release of Prescribed Medications For Discharge

Resident's Name: _____

Date of Discharge: _____

Medication	Directions for Use	Quantity

Staff Signature

Date

I understand and/or know each medication's name, dosage, strength, purpose, proper use and time of administration. I have had all medication related questions answered to my satisfaction. I understand that the above medications are not in a child resistant container and that special storage and handling should be exercised. I further understand that neither Crestwood nor the pharmacy is responsible if the non child resistant medication container is found in the hands of children or confused individuals.

Signature of responsible party accepting medications

Date



Crestwood Healing Center **ORGANIZATIONAL CHART**

