

CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEMPO NUMBER: DPHM14000208
PO AMOUNT: \$8,818,673.00TO: CRESTWOOD HOPE CENTER
PHYSICAL LOCATION
520 CAPITAL MALL, SUITE 800
SACRAMENTO CA 95814-4716

PO PRINT DATE: 09/09/2013

PHONE : 209-478-5291
VENDOR ID: 47860TERMS: NET
FOB : DEST

ISSUE DATE : 09/09/2013

BPO # : BPHM09000045 <<
EFF. DATE : 10/01/2008
EXP. DATE : 12/31/2014DELIVER TO: 1380 HOWARD ST 4TH FLOOR
SAN FRANCISCO CA 94103-0000

AUTHORIZED SIGNATURE: _____

DATE : 9/9/13
PHONE: _____

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: SUBSTANCE ABUSE & FORENSICS (HMI01)
1380 HOWARD ST - RM 444
SAN FRANCISCO CA 94103-0000

TERMS:

THIS CONTRACT PURCHASE ORDER AND THE ACCOMPANYING SIGNED CONTRACT
AUTHORIZE YOU TO BEGIN PERFORMING THE CONTRACT AND INVOICING THE
CITY. THIS IS SUBJECT TO THE TERMS AND CONDITIONS IN THE CONTRACT. ANY
TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT DO NOT APPLY.

YOU MUST INCLUDE THE CONTRACT PURCHASE ORDER NUMBER ON ALL INVOICES.



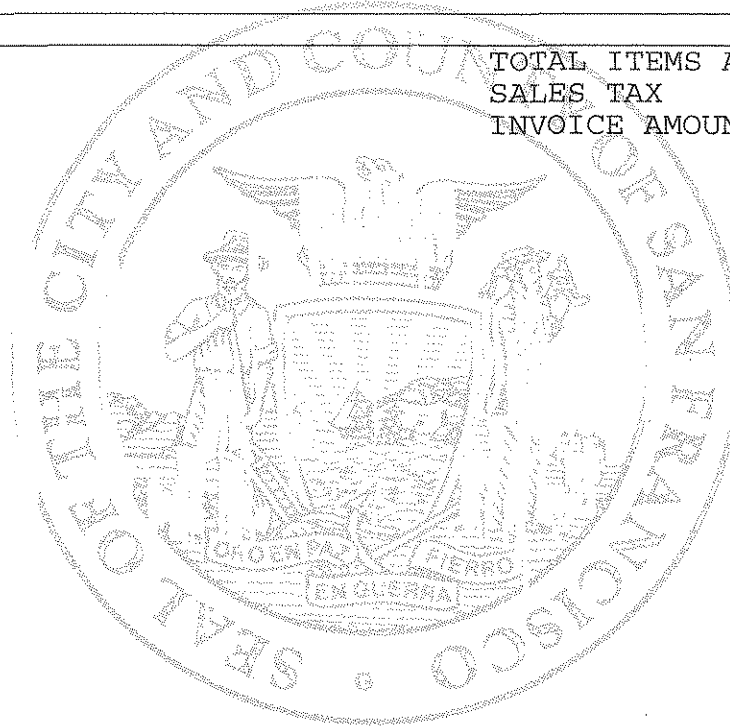
CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

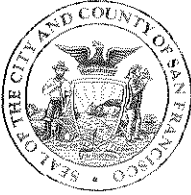
PO NUMBER: DPHM14000208
PO AMOUNT: \$8,818,673.00

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
	NAME/SPECS					
1	7400-20	EA	N	1.00	8,818,673.0000	8,818,673.00
	SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)					

CONTRACT WITH CRESTWOOD BEHAVIORAL HEALTH IN THE AMOUNT OF
\$51,728,151 FOR THE TERM OF 10/1/08 TO 12/31/14 TO PROVIDE LONG TERM
MENTAL HEALTH SERVICES.

TOTAL ITEMS AMOUNT	\$8,818,673.00
SALES TAX	\$.00
INVOICE AMOUNT	\$8,818,673.00



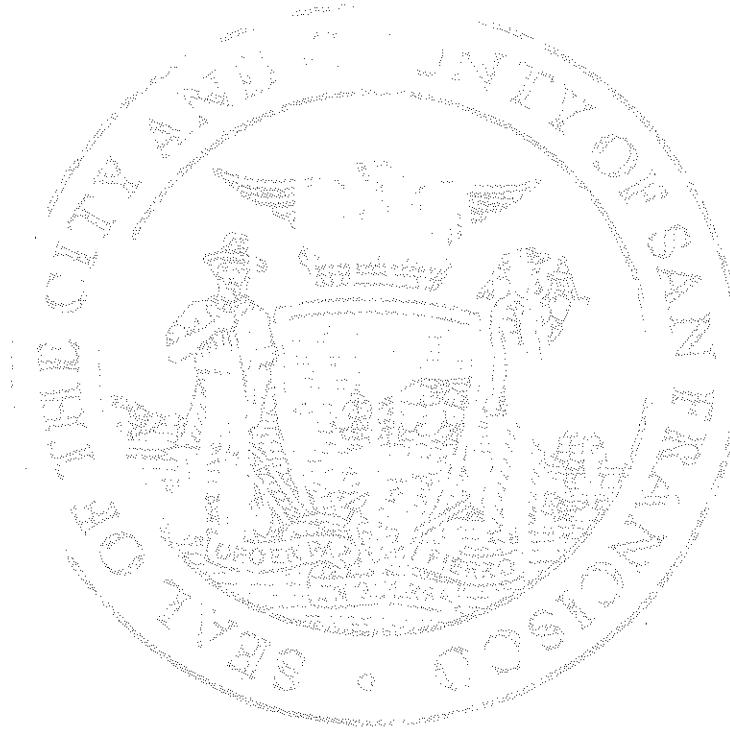


CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM14000208
PO AMOUNT: \$8,818,673.00

SFX INDEX	SUBOBJ USERCODE PROJCT PRJDTL GRANT GRNTDTL	AMOUNT
01	HMHMLT730416 02789	8,818,673.00

		8,818,673.00



ADPICS/FAMIS - FY 13-14 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM		Original Modification-Increase -Decrease Renewal	<table border="1" style="width:100%;"> <tr><td style="height: 20px; text-align: center;">X</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>	X			DOCUMENT NUMBER DPHMM14000208 COHMM14000015	DEPARTMENT 82 Community Behavioral Health Services DEPARTMENT CONTROL NO. HM-14-6442-MH DATE 7/30/13 ORIGINAL CONTRACT NUMBER BPHM09000045 FROM 7/1/13 TO 6/30/14																																																																					
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 ADDENDUM ATTACHED ☐
 Nos. of Pages _____

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **this 1st day of July, 2013**, in San Francisco, California, by and between **Crestwood Behavioral Health, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the contract, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated October 1, 2008, Contract Number BPHM09000045, between Contractor and City, as amended by this first amendment.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 2. Term of the Agreement currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to June 30, 2013.**

The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2008 dated January 29, 2008 to extend the Agreement term:

Option 1: July 1, 2013 - June 30, 2014

Option 2: July 1, 2014 - June 30, 2015

Option 3: July 1, 2015- June 30, 2016

Option 4: July 1, 2016 - June 30, 2017

Option 5: July 1, 2017 - June 30, 2018

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to December 31, 2014.**

The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2008 dated January 29, 2008 to extend the Agreement term:

Option 1: July 1, 2014 - June 30, 2015

Option 2: July 1, 2015- June 30, 2016

Option 3: July 1, 2016 - June 30, 2017

Option 4: July 1, 2017 - June 30, 2018

b. Section 5. Compensation of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Forty Eight Million, Seven Hundred Eighty Seven Thousand, One Hundred Fifty Six Dollars (\$48,787,156). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the

immediately preceding month. In no event shall the amount of this Agreement exceed Fifty One Million Seven Hundred Twenty Eight Thousand One Hundred Fifty One Dollars (\$51,728,151). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

c. **Section 8. Submitting False Claims: Monetary Penalties of the Agreement currently reads as follows:**

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Such section is hereby amended in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an

officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

d. Section 15. Insurance of the Agreement currently reads as follows:

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable

(4) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

Such section is hereby amended in its entirety to read as follows:

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

e. **Section 16. Indemnification of the Agreement currently reads as follows:**

16. Indemnification

Contractor Agrees to defend, indemnify and hold harmless the City and County of San Francisco, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the scope of work except those arising by reason of the sole negligence of the City and County of San Francisco, its officers, employees and agents.

City and County of San Francisco agrees to defend, indemnify and hold harmless Contractor, its officers, employees and agents, from any and all acts, claims, liabilities and losses by whomever asserted arising out of acts or omissions of the City and County of San Francisco in its obligations under this agreement except those arising by reason of the sole negligence of contractor, its officers, employees and agents.

In the event of concurrent negligence of City, its officers, employees and agents, and Contractor and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

Such section is hereby amended in its entirety to read as follows:

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

f. Section 20. Default; Remedies of the Agreement currently reads as follows:

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, 58, and item 1 of Appendix D attached to this Agreement.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Such section is hereby amended in its entirety to read as follows:

20. Default; Remedies

A. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- | | |
|-------------------------------------------------|--------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |

- | | |
|-----------------------------------------------------|---------------------------------------|
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

B. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

C. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

g. Section 22. Rights and Duties upon Termination or Expiration of the Agreement currently reads as follows:

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57 and item 1 of Appendix D attached to this Agreement.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

Such section is hereby amended in its entirety to read as follows:

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|-----------------------------------------------------------------|---------------------------------------------------------|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

h. Section 24. Proprietary or Confidential Information of City of the Agreement currently reads as follows:

24. Proprietary or Confidential Information of City

a. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract

Administrator and shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

Such section is hereby amended in its entirety to read as follows:

24. Proprietary or Confidential Information of City.

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

i. Section 25. Notices to the Parties currently reads as follows:

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, 4 th Floor San Francisco, California 94103	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	Susie Reichert Community Behavioral Health Services 1380 Howard Street, 5 th Floor San Francisco, CA 94103	FAX: (415) 255-3657 e-mail: Susie.Reichert@sfdph.org
To CONTRACTOR:	Crestwood Behavioral Health, Inc. 7590 Shoreline Drive Stockton, California 95218	FAX: (209) 957-2671 e-mail: gzeyen@cbhi.net

Any notice of default must be sent by registered mail.

Such section is hereby amended in its entirety to read as follows:

25. Notices to the Parties.

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Office of Contract Management and Compliance
Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, CA 94103

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

Any notice of default must be sent by registered mail.

j. Section 28. Audit and Inspection of Records currently reads as follows:

28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

c. The Director of Public Health or his / her designee may approve of a waiver of the aforementioned audit requirement if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would

produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

d. Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

Such section is hereby amended in its entirety to read as follows:

28. Audit and Inspection of Records.

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

k. **Section 32. Earned Income Credit (EIC) forms currently reads as follows:**

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently

pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

Such section is hereby amended in its entirety to read as follows:

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

I. Section 33. Local Business Enterprise Utilization; Liquidated Damages currently reads as follows.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this

Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

Such section is hereby amended in its entirety to read as follows:

33. Local Business Enterprise Utilization; Liquidated Damages

1. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to

comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

2. Compliance and Enforcement

a. Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

m. Section 42. Limitations on Contributions currently reads as follows:

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on

actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Such section is hereby amended in its entirety to read as follows:

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

**CRESTWOOD BEHAVIORAL HEALTH,
INC.**

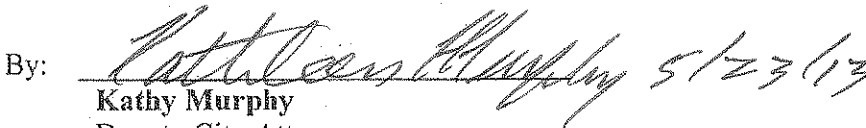

Barbara Garcia, MPA
Director
Department of Public Health


Gary L. Zeyen
Controller
520 Capitol Mall, Suite 800
Sacramento, CA 95814

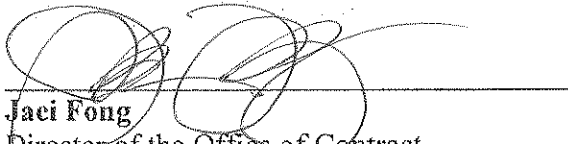
Approved as to Form:

City vendor number: 47860

Dennis J. Herrera
City Attorney

By: 
Kathy Murphy
Deputy City Attorney

Approved:


Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendix A

COMMUNITY BEHAVIORAL HEALTH SERVICES

Term: 7/1/13-12/31/14

The following requirements are incorporated into Appendix A, as provided in this Agreement under Section 4. SERVICES.

A. Contract Administrator:

In performing the SERVICES hereunder, CONTRACTOR shall report to Valerie Lai, Contract Administrator for the CITY, or her designee.

B. Reports:

(1) CONTRACTOR shall submit written reports as requested by the CITY. The format for the content of such reports shall be determined by the CITY. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

(2) CONTRACTOR agrees to submit to the Director of Public Health or his designated agent (hereinafter referred to as "DIRECTOR") the following reports: Annual County Plan Data; Utilization Review Data and Quarterly Reports of De-certifications; Peer Review Plan, Quarterly Reports, and relevant Peer Review data; Medication Monitoring Plan and relevant Medication Monitoring data; Charting Requirements, Client Satisfaction Data, Program Outcome Data, and Data necessary for producing bills and/or claims in conformance with the State of California Uniform Method for Determining Ability to Pay (UMDAP; the state's sliding fee scale) procedures.

C. Evaluation:

CONTRACTOR shall participate as requested with the CITY, State and/or Federal government in evaluative studies designed to show the effectiveness of CONTRACTOR'S SERVICES. CONTRACTOR agrees to meet the requirements of and participate in the evaluation program and management information systems of the CITY. The CITY agrees that any final written reports generated through the evaluation program shall be made available to CONTRACTOR within thirty (30) working days. CONTRACTOR may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

CONTRACTOR warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the CITY to provide the SERVICES. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

Space owned, leased or operated by providers, including satellites, and used for SERVICES or staff shall meet local fire codes. Documentation of fire safety inspections and corrections of any deficiencies shall be made available to reviewers upon request.

E. Adequate Resources:

CONTRACTOR agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the SERVICES required under this Agreement, and that all such SERVICES shall be performed by CONTRACTOR, or under CONTRACTOR'S supervision, by persons authorized by law to perform such SERVICES.

F. Admission Policy:

Admission policies for the SERVICES shall be in writing and available to the public. Such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status, except to the extent that the SERVICES are to be rendered to a specific population as described in Appendix A. CONTRACTOR shall adhere to Title XIX of the Social Security Act and shall conform to all applicable Federal and State statutes and regulations. CONTRACTOR shall ensure that all clients will receive the same level of care regardless of client status or source of reimbursement when SERVICES are to be rendered.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

CONTRACTOR agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the SERVICES: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. CONTRACTOR shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct SERVICES will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) CONTRACTOR must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, §5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and record keeping.

(2) CONTRACTOR must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) CONTRACTOR must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) CONTRACTOR is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) CONTRACTOR shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) CONTRACTOR shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) CONTRACTOR assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

(8) CONTRACTOR shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Acknowledgment of Funding:

CONTRACTOR agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded SERVICES. Such documents or announcements shall contain a credit substantially as follows: "This program/service/ activity/research project was funded through the Department of Public Health, CITY and County of San Francisco."

K. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or CITY laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the SERVICES. Inability to pay shall not be the basis for denial of any SERVICES provided under this Agreement.

(2) CONTRACTOR agrees that revenues or fees received by CONTRACTOR related to SERVICES performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive SERVICES. Accordingly, these revenues and fees shall not be deducted by CONTRACTOR from its billing to the CITY.

(3) CONTRACTOR agrees that funds received by CONTRACTOR from a source other than the CITY to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the CITY and deducted by CONTRACTOR from its billings to the CITY to ensure that no portion of the CITY'S reimbursement to CONTRACTOR is duplicated.

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Mental Health Services (CMHS) and Community Substance Abuse Services (CSAS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CMHS/CSAS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

P. Compliance with Community Mental Health Services and Community Substance Abuse Services Policies and Procedures

In the provision of SERVICES under Community Mental Health Services or Community Substance Abuse Services contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by Community Mental Health Services or Community Substance Abuse Services, as

applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 Crestwood Behavioral Health, Inc.

1. Crestwood Behavioral Health, Inc.
520 Capitol Mall Ste. 800
Sacramento CA 95814
Telephone: (916) 471-2244/ Facsimile: (916) 471-2212

2. Nature of Document:

☐ New ☒ Renewal ☐ Modification

3. Goal Statement

The program goal at each Crestwood Facility is to provide innovative, recovery-based programs and maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community. In addition, San Francisco Department of Public Health agrees to provide for those residents with specialized needs, medical and/or pharmaceutical supplies at its own expense patients placed upon authorization of the San Francisco Department of Public Health Placement Program into facilities designated by SF Placement authorization. This requires the specific approval of the Director of Placement.

4. Target Population

San Francisco residents admitted to Crestwood facilities recognized as IMD or licensed as MHRC will be 18 years to 64 years and have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood facilities licensed as a SNF and not having IMD designation will be 18 years of age and above and will have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Exhibit A unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Exhibit.

Individuals who suffer exclusively from developmental disability, mental retardation, dementia, or physical illness without a psychiatric component will not be considered for admission to Crestwood Facilities with the exception of the Crestwood Idylwood Neurobehavioral beds for primary diagnosis of dementia.

If a San Francisco resident on voluntary status or private conservatee is referred by the Long Term Care Program to Crestwood, an addendum to the admission agreement will be signed by private conservator or voluntary resident in advance of admission indicating that voluntary individual or private conservator will comply with CMHS' utilization management decisions regarding the individual's readiness to move to a lower level of care.

5. Modality(ies)/Interventions

Crestwood programs operate under a recovery/psycho-social rehabilitation model. The focus of the program is to assist each consumer to build strengths, self-reliance, and independence as well as improving the physical health of consumers.

In the MHRC and community based services level support is provided by staff, the consumer is responsible for maintaining both personal and shared space while in the program. It is

through self-efficacy, independence, and ownership of the program that the consumer gains the skills, support, and confidence to transition toward living in the community. They are involved in the writing of their own treatment goals and are expected to participate in the treatment program.

Consumers are encouraged to be active participants and are encouraged to reach their highest potential of independence, self-sufficiency, and satisfaction. The program provides a structure of support and education, which gives the consumer an opportunity to manage and modify symptoms and behaviors that impact stability, as well as provide a strengthening of their natural support system. The program utilizes the healing arts, life skills, and pre-vocational training as guides and opportunities for greater self expression, self confidence, and meaningful accomplishments. The goal is successful community re-entry.

At the SNF/non IMD 24 hour skilled nursing care is provided with registered nurses on site 24 hours per day. We provide comprehensive psychiatric and behavioral evaluation and related services, as well as neurobehavioral services. Physical, occupational, and speech therapies (including swallowing rehabilitation) are available. We provide skilled nursing care for comprehensive wound management, complex medical cases, and complicated/traumatic orthopedic and rehabilitation.

6. Methodology

Crestwood Behavioral Health, Inc. offers comprehensive mental health services at all of its facilities, from short-term skilled stabilization, recovery and rehabilitation services to extended support services.

Each facility has a unique profile, offering different services (depending on the facility program) to assist each client in maximizing their wellness.

Program basic services include; Life skill training, money management, Wellness Recovery Action Planning, training on accessing community services, transitional programs, discharge planning, access to required medical treatment, up-to-date pharmacology, transportation to needed off-site services, bi-lingual programming, and psycho-social rehabilitation groups and classes.

A. Describe program outreach, recruitment and advertisement:

Crestwood Behavioral Health Inc. utilizes their web site www.crestwoodbehavioralhealth.inc and newsletter to provide outreach, recruitment, promotion and advertisement. All outreach efforts are conducted in a culturally and linguistically competent manner, based on the demographics of each region.

B. Describe your program's admission, enrollment, and/or intake criteria and process:

Crestwood B H, Inc. currently has a non-centralized intake system. This provides the discharge team and the Crestwood clinical staff an opportunity to explore the potential admission with a variety of programs to provide the highest level of efficacy.

There are, on occasion, referrals that are denied by all of the CBHI programs. We utilize a central intake system where San Francisco can refer the clients that have been denied at the existing

programs to a central intake system. The central intake system will evaluate the referral for appropriate placement within the Crestwood system. Together with San Francisco, Crestwood will determine what level of care the client requires prior to admission.

Crestwood will coordinate with San Francisco General Hospital and San Francisco Mental Health to determine the level of services needed for each referral. Once the client is accepted to a Crestwood facility, central intake is no longer involved. Transportation, dates of arrival, etc. will be handled together by a representative of San Francisco and the individual facility that has accepted the client.

The facility administrator shall be accessible to San Francisco County Mental Health staff as needed throughout the admission process and treatment.

The Crestwood system of services shall provide an opportunity for consumers to be transferred from within the Crestwood system of programs to a higher or lower level of care as needed with the approval of the San Francisco DMH liaison. The transfer to a higher level of care for psychiatric or medical stabilization will not require that the person be sent back to SFGH, however, there may times when the stabilization needs are too great for a Crestwood facility and transfer to SFGH may be required.

The focus of the movement from within the Crestwood system will be directed to reintegration to the community whenever possible with attention focused on community living skill development and vocational preparation with the support of Dreamcatchers Empowerment Network. Consumers will be supported in their transition to the community by Crestwood staff, and this support may be expanded to include case management services continued post discharge as needed.

Every effort will be made to accept and treat all San Francisco referred clients while maintaining the overall safety of clients already in Crestwood facilities and the integrity of Crestwood programs. There may be cases where clients are refused by all Crestwood programs. In these cases, individual case conferences may be scheduled between San Francisco and Crestwood to determine if there is any way to accommodate the referral.

San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Exhibit A@ unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Exhibit.

Individuals admitted to any of the Crestwood facilities may also have concomitant medical problems and/ or have physical impairments requiring special needs that might include the use off a wheelchair, walker, or cane; individuals admitted to Crestwood may also have vision and/or hearing loss, or speech impediment.

Crestwood will primarily admit San Francisco residents directly from acute psychiatric inpatient units.

The Director of CBHS Placement or his/her designee will authorize referrals to Crestwood facilities into contracted beds. All such referrals will have been approved for locked psychiatric SNF, MHRC or community care licensed level of care.

Each San Francisco resident admitted to the Crestwood facilities into a contract bed will be reviewed every thirty (30) days by CMHS Utilization Review Nurse, who will monitor ongoing treatment and progress toward treatment goals including discharge as soon as clinically appropriate.

C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations, of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc.

The programs at Crestwood Behavioral Health operate under a recovery based/ psycho-social rehabilitation model that holds the standard that all individuals can achieve a sense of personal satisfaction and lead a meaningful life, regardless of their diagnosis or circumstances.

The licensed nursing clinical staff shall provide the following:

- History and physical examination
- Admission note
- Weekly assessment note regarding effectiveness of treatment, issues related to ADLs,
- Medical needs and interventions documentation
- Admission orientation ad documentation
- Examination of conservatorship documentation and adherence to the specifications.
- Admission psycho-social assessment
- Recreation assessment
- Monthly and quarterly assessment of strengths, needs, abilities and

The clinical program staff shall provide:

- Preferences and documentation.
- Support and documentation related to the clients participation in the treatment program provided at the facility and in the community.
- Individual support sessions with the clinical staff on the clients strengths, needs, abilities, and preferences, including the clients goals and progress
- Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan.
- Linkage with community resources
- Dual recovery support and linkage to community dual recovery services
- Special treatment interventions with identified discipline related to provision of the care, including dual recovery, Cognitive Behavior Therapy, Dialectical Behavior Therapy, expressive arts, medical interventions, counseling and family therapy. These shall be provided through the treatment team and facility resources including consultants.
- Discharge planning including coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.
- Wellness Recovery Action Plan (WRAP)

Length of stay and hours of service:

Each program has a specific length of stay, based on the target population and program interventions. All programs are 24 hours services.

Locations:

Crestwood Behavioral Health currently serves clients in the following programs –

Alameda	Redding
Angwin	Sacramento
Bakersfield	San Jose
Eureka	Solano - Our House and
Fremont	Livingquest
Idylwood	Stockton
Modesto	

Our services are diverse and we are able to accommodate individuals with unique and challenging behavioral health issues.

D. Describe your program's exit criteria and process, e.g. successful completion, step- down process to less intensive treatment programs, aftercare, discharge planning.

Each program has distinct criteria for discharge/exit based on their target population. Discharge support services: Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan. Crestwood provides linkage with community resources, dual recovery support and linkage to community dual recovery services.

Crestwood provides discharge planning including referrals to lower levels of care, coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.

Social work documentation shall begin at point of admission with updates based on evaluation of resident's functional capacity. Documentation shall be relevant to resident's treatment goals and plans. Barriers to discharge will be identified and interventions that will address and/or resolve those barriers will be documented.

CBHS Linkage Staff, working in the Placement Program, and SPR staff will interface on a regular basis with Crestwood social services staff regarding the discharge readiness of residents.

When requested to make a resident ready for discharge or transfer, the facility will prepare all paperwork for resident discharge and make all arrangements within five (5) working days of receipt of written or verbal request from conservator, CBHS Linkage/Placement staff, or SPR staff.

Crestwood will notify Director of CBHS Placement or his/her designee by fax or telephone on the day of discharge of any San Francisco resident.

Crestwood will send medication and prescription information with resident upon discharge.

Need for Acute Hospitalization

In the event that the Crestwood facility(s) staff determines that a San Francisco resident should return to the acute hospital sector, the following procedures will be observed:

- 1) Emergency returns during working hours, Monday-Friday: refer to Psychiatric Emergency Return of San Francisco Residents Placed in out-of-county L-facilities (Manual No 3.03.3).
- 2) Non-emergency returns: an authorization is necessary from the Director of CBHS Placement or his/her designee.
- 3) Off-hour emergency returns: The CBHS Placement Director must be notified on the next working day of any emergency returns made during non-business hours.
- 4) The bed of any patient referred to the acute hospital will be held for seven (7) days pending his/her return.
- 5) There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

E. Staffing:

Each facility has separate and distinct staffing allocations which meet all requirement of Title 22 for SNF/STP, Title 9 and Commission of Accreditation of Rehabilitation Facilities for MHRC's and Title 22 and Commission of Accreditation of Rehabilitation Facilities for community care programs.

Facility staff shall include as required by specific licensure:

- Medical Director
- Director of Nursing Services
- Internist
- Psychiatrist
- Registered Nurses
- Licensed Psychiatric Technicians and Licensed Vocational Nurse
- Mental Health Workers
- Service coordinator/Case manager
- Peer Provider
- Recreation, Music, Art or dance Therapist
- Quality Assurance Supervisor

All staff shall perform duties specific to their professional scope of licensure or specific training.

Attending psychiatrist's court testimony when required and following conditions must be met:

- a. Be fully prepared, i.e., review resident chart prior to proceedings
- b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
- c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.

The attending psychiatrist must make a note at least every thirty-(30) days that addresses:

1. Resident's current level of functioning, addressing all 5 Axis
2. Description of resident's behaviors that present as an obstacle to discharge.
3. Behavioral assessment of current behavioral barriers effecting discharge potential
4. Documentation to support significant changes in functioning level, progress/regression.
5. Specific justification as to why resident needs to remain at current level of care.
6. Document current dose of medication(s).
7. Resident's response to medication(s).
8. Resident's compliance with medication(s).
9. Resident's use of PRN medication.
10. Notes shall reflect physician's use of laboratory results to determine adjustment to medication(s).
11. There shall be evidence of a monthly assessment and update

Nursing Staff: Nursing staff must make a note at least every seven- (7) days that addresses:

1. Nursing management of the resident specific to problems identified in the resident's treatment plan.
2. Areas of the resident's ADL's requiring nursing intervention and frequency of that intervention.

Program Staff:

1. Resident's attendance and participation in STP will be documented in resident's chart.
2. Resident will receive at least weekly individual sessions with STP group leader to discuss STP goals and progress.

7. Objectives and Measurements

A. Performance/Outcome Objectives

1. Crestwood facilities licensed as MHRC or as SNF and designated, as IMD will not return more than three (2) San Francisco residents per month to PES.

Measurement: (1) The Long Term Care Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

2. Crestwood facilities licensed as SNF and not designated as IMD will not return more than three (3) San Francisco residents per fiscal year to PES.

Measurement: (1) The CBHS Placement Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

3. Crestwood facilities licensed as MHRC or those designated as IMD, in conjunction with the CBHS Utilization Review Nurse, will provide at a weekly meeting an updated list of San Francisco residents who are:

- a. Discharge ready and being referred for placement
- b. Have discharge potential within the next 90 days or
- c. Reside on an "enhanced or higher acuity bed/unit" and are ready to step-down to a "regular bed/unit"

Measurement: Written report submitted to CBHS Placement Director.

4. Crestwood facilities in conjunction with the CBHS Utilization Review Nurse, will identify, on a regular basis, obstacles to discharge for San Francisco residents who are not discharge ready or have discharge potential within 90 days.

Measurement: Written report submitted to CBHS Placement Director

5. A case conference involving Crestwood facilities treatment staff, CBHS Utilization Review Nurse, LPS Conservator, CBHS Linkage Social Worker and/or SPR staff shall be held at the point a San Francisco resident has been at any Crestwood facility for twelve (12) months. A case conference update will be held each six (6) months thereafter until individual is successfully discharged.

Measurement: A written summary of case conference will be provided to the CBHS Placement Director.

6. Crestwood facilities will ensure that a Continuous Quality Improvement (CQI) process is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit CQI reports to CBHS on a quarterly basis.

7. Each Crestwood facility will provide a faxed individualized census report to the CBHS Director of Placement each Monday including holidays that will include the following elements:

- a. Current census broken down by patient type
- b. New admits since previous Monday
- c. Discharges since previous Monday
- d. Transfers to acute since previous Monday
- e. Bed holds
- f. Other activity/information

Measurement: CBHS Director of Placement will receive Completed fax each Monday before noon.

8. Each Crestwood facility will provide a completed Placement Tracking form with each new admission and discharge. This form is to be faxed to the CBHS Director of Placement within 24-hour of the resident status change.

Measurement: the CBHS Director of Placement will receive Completed Placement Tracking form with each San Francisco resident admission, transfer and discharge.

9. There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring Crestwood facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

8. Continuous Quality Improvement

Crestwood facilities will ensure that a Continuous Quality Improvement Process, which is CARF accredited, is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit Quality Improvement reports to CBHS on a semi-annual basis.

Appendix B
Calculation of Charges
Term: 7/1/13-12/31/14

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Appendix B-1 Crestwood Rates

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Fifty One Million Seven Hundred Twenty Eight Thousand One Hundred Fifty One Dollars (\$51,728,151) for the period of October 1, 2008 through December 31, 2014.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,516,094 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these appendices in compliance with the instructions of the Department of Public Health. These appendices shall apply only to the fiscal year for which they were created. These appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

October 1, 2008 through June 30, 2009
July 1, 2009 through June 30, 2010

\$4,739,976
\$7,704,785

July 1, 2010 through June 30, 2011	\$8,071,785
July 1, 2011 through June 30, 2012	\$8,044,700
July 1, 2012 through June 30, 2013	\$8,422,801
July 1, 2013 through June 30, 2014	\$8,818,673
July 1, 2014 through December 31, 2014	\$4,409,337
October 1, 2008 through December 31, 2014	\$50,212,057

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

Appendix F
Invoice

CMS# 6442
P-500 (11-07)

July 1, 2013

RATE SCHEDULE
FY2013-14 **EXHIBIT B-1**
Date: July 1, 2013

Facility	
ALAMEDA	
AMERICAN RIVER	
ANGWIN	
BAKERSFIELD	
EUREKA	
FREMONT	
FRESNO	
IDYLWOOD	
MODESTO	
PLEASANT HILL	
REDDING	
SACRAMENTO	
SAN JOSE	
SOLANO	
STOCKTON	
VALLEJO	
	FY 13-14
GENERAL	Rate
Level 1	29
Level 2	32
Level 3	52
Level 4	84
Level 5	93
Level 6	105
Level 7	124
Level 8	150
Level 9	192
Level 10	218
Level 11	235
Level 12	259
Level 13	273
Level 14	367
Level 15	406
Level 16	460
Level 17	471
Level 18	524
Level 19	628
Level 20	890
	FY 13-14
Professional Fee	Rate
99303	72.1
99303 OFC	59.44
99313	42.23
99311	15.45

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Crestwood Behavioral Health, Inc.

Address: 7590 Shoreline Drive, Stockton, CA 95219

Tel No.: (209) 478-5291

Contract Term: 07/01/2013 - 06/30/2014

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M01 JL 3

Ct.Blanket No.: BPHM

TBD

Ct.PO No.: POHM

TBD

Fund Source:

General Fund - General

Invoice Period :

July 2013

Final Invoice:

(Check if Yes)

ACE Control Number:

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
Unduplicated Clients for Exhibit:					

*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
Share of Cost						\$ -	0.000		#DIV/0!		0.000	
Step Down					\$ -	\$ -	0.000		#DIV/0!		0.000	
Transfer					\$ -	\$ -	0.000		#DIV/0!		0.000	
RCF					\$ -	\$ -	0.000		#DIV/0!		0.000	
Level 1					\$ 29.00	\$ -	0.000		#DIV/0!		0.000	
Level 2					\$ 32.00	\$ -	0.000		#DIV/0!		0.000	
Level 3					\$ 52.00	\$ -	0.000		#DIV/0!		0.000	
Level 4					\$ 84.00	\$ -	0.000		#DIV/0!		0.000	
Level 5					\$ 93.00	\$ -	0.000		#DIV/0!		0.000	
Level 6					\$ 105.00	\$ -	0.000		#DIV/0!		0.000	
Level 7					\$ 124.00	\$ -	0.000		#DIV/0!		0.000	
Level 8					\$ 150.00	\$ -	0.000		#DIV/0!		0.000	
Level 9					\$ 192.00	\$ -	0.000		#DIV/0!		0.000	
Level 10					\$ 218.00	\$ -	0.000		#DIV/0!		0.000	
Level 11					\$ 235.00	\$ -	0.000		#DIV/0!		0.000	
Level 12					\$ 259.00	\$ -	0.000		#DIV/0!		0.000	
Level 13					\$ 273.00	\$ -	0.000		#DIV/0!		0.000	
Level 14					\$ 367.00	\$ -	0.000		#DIV/0!		0.000	
Level 15					\$ 406.00	\$ -	0.000		#DIV/0!		0.000	
Level 16					\$ 460.00	\$ -	0.000		#DIV/0!		0.000	
Level 17					\$ 471.00	\$ -	0.000		#DIV/0!		0.000	
Level 18					\$ 524.00	\$ -	0.000		#DIV/0!		0.000	
Level 19					\$ 628.00	\$ -	0.000		#DIV/0!		0.000	
Level 20					\$ 890.00	\$ -	0.000		#DIV/0!		0.000	
TOTAL							0.000		#DIV/0!		0.000	

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: PHONE (A/C, No, Ext): 415 541-7900 E-MAIL: ADDRESS: FAX (A/C, No): 415 541-7195																					
INSURED Crestwood Behavioral Health, Inc. 520 Capitol Mall, Suite 800 Sacramento CA 95814	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B:</td> <td>Great American Alliance Insurance Company</td> <td>26832</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Insurance Company	16691	INSURER B:	Great American Alliance Insurance Company	26832	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 4769903

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY			CAP166996902	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ 1,000,000 \$ \$ \$
B	UMBRELLA LIAB			EXC166997002	9/1/2012	9/1/2013	EACH OCCURRENCE AGGREGATE
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$ 1,000,000 \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
							\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HELIOS HEALTHCARE LLC IS INCLUDED AS NAMED INSURED ONLY AS RESPECT MANAGEMENT AGREEMENT OF IDYLWOOD CARE CENTER. City & County of SAN FRANCISCO, its officers, agents and employees are INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OF THE NAMED INSURED

CERTIFICATE HOLDER

CANCELLATION

City and County of San Francisco Department
 of Public Health CBHS Contracts Office
 1380 Howard STREET, Room 420
 San Francisco, CA 94103-2614

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

CERTIFICATE HOLDER: *County of San Francisco*, a California County, 1380 Howard St., 5th Fl, San Francisco, CA 94103

INSURED: *Crestwood Behavioral Health Inc (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

COVERAGES:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

WORKERS COMPENSATION CARRIER:

National Union Fire Insurance Co., Policy 025052343 ; 1/1/2013-1/1/2014
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

GENERAL & PROFESSIONAL LIABILITY CARRIER:

Chartis Specialty Lines Insurance Co., Policy 1929684; 1/1/2013-1/1/2014
\$1/6,000,000 Each & Aggregate Claims; Occurrence Manuscript form both parts;
Products/Completed Operations \$6,000,000; Personal/Advertising \$1,000,000

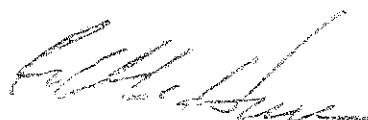
DESCRIPTION OF OPERATIONS: Psychiatric & Skilled Nursing Facility

CANCELLATION:

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

The Certificate Holder is an Additional Insured for general liability only.

Robert M. Hunt, Authorized Representative
RM Hunt & Associates, Inc.
625 Second St. Suite #206
Petaluma CA 94952 Tel: 707 769 2970



1/7/2013