

**NAPA COUNTY AGREEMENT NO. 210314B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 210314B is effective as of the 1st day of August 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, whose mailing address is 520 Capitol Mall #800, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about April 20, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210314B (hereinafter referred to as "Agreement") for CONTRACTOR to provide recovery based Crisis Stabilization Services (CSS) both in person, out of a COUNTY campus facility, on the phone 24/7 to children, adolescents, adults, older adults and families in mental health crisis and to provide on-call after hours coverage for Napa County Mental Health to Juvenile Hall and the Napa County Jail; and

WHEREAS, on or about July 12, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof; and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate) in order to align with new CalAIM boilerplate language provided to all California counties by the California Mental Health Services Authority (CalMHSA); and

WHEREAS, on or about July 2024, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work) and Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting) to incorporate on-call Crisis Stabilization Unit staff coverage; and

WHEREAS, as of the effective date of this Amendment No. 4, the Parties wish to amend the Agreement to increase the contract maximum, replace Exhibit A-2 with Exhibit A-3 (Scope of Work) and Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting) to support the expansion of the Crisis Stabilization Unit.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Four Million Five Hundred Ninety-Six Thousand Six Hundred Six Dollars (\$4,596,606.00)** of which **Nine Hundred Forty-Three Thousand Seven Hundred Fifty-One Dollars (\$943,751.00)** is increased by virtue of this Amendment No. 4; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A-2 is hereby replaced with “Exhibit A-3” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A-2” shall refer to “Exhibit A-3” commencing as of the effective date of this Amendment No. 4.
3. Exhibit B-2 is hereby replaced with “Exhibit B-3” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B-2” shall refer to “Exhibit B-3” commencing as of the effective date of this Amendment No. 4.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to Napa County Agreement No. 210314B as of the first date written above.

CRESTWOOD BEHAVIORAL HEALTH, INC.

By *Mashkevich*
ELENA MASHKEVICH
Director of County Contracts Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Jo Ann Iwasaki Parker</i></u> Deputy, by e-signature</p> <p>Date: May 19, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

EXHIBIT A-3
SCOPE OF WORK

August 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

I. Overview

Crisis Stabilization Unit provides immediate access to crisis intervention, emergency psychiatric evaluation, and medication services for children, adults, and older adults in a mental health crisis, while supporting other specialty mental health services. Crisis Stabilization Services may be referenced throughout this agreement as Crisis Stabilization Unit (CSU) in alignment with Department of Health Care Services (DHCS) terminology and definition of services.

In addition to the operation of the CSU, community-based Crisis Stabilization Services (CSS) services are offered over the telephone or through face-to-face contact, 24 hours a day, 7 days per week to address emergency psychiatric needs of children, adolescents, adults, older adults, and families in a mental health crisis.

The recovery-oriented services provide voluntary and involuntary treatment settings, in alignment with the spirit and intent of California's *No Wrong Door* policy and promote the provision of behavioral health care and integrated triage for individuals who may be in a situational crisis, may have primary diagnoses of mental health disorders, and may also have a co-occurring substance abuse disorder. Consumers of the CSU may receive up to 23 hours and 59 minutes of intensive crisis assistance onsite and are provided access to a full range of other behavioral health and substance abuse services or resources, as needed.

All consumers presenting for services at the CSU receive a psychiatric assessment, including assessment for present or co-occurring substance use, either in person or via telepsychiatry by a CONTRACTOR psychiatrist or nurse practitioner under the direction of the CONTRACTOR's CSU Medical Director. Additionally, consumers will receive crisis stabilization services including but not limited to; a physical assessment, medication, crisis intervention, food, rest, clean clothes, shower, suicidal and psychological assessment/support, as well as linkage to needed services upon discharge. A thorough health screening will be performed by licensed staff within the scope of practice. Transportation is provided to discharge destination, when necessary.

II. Background

The CSU Program facility opened in May 2017 to provide a recovery-focused environment where children, adolescents and adults in crisis are welcomed into a calm, warm, compassionate setting so that they may be assessed and provided mental health stabilization services, medication evaluation, medication management and linkages to a wide-range of outpatient and inpatient behavioral health services.

III. Goals and Outcomes

- A. CONTRACTOR shall maintain minimum capacity of 12 beds total, 8 for adults and up to 4 for children/youth.
- B. CONTRACTOR shall serve a **minimum of 835 clients and/or client billing days per fiscal year**.
- C. CONTRACTOR shall provide comprehensive in-person psychiatric assessment during 8am-5pm business hours, Monday-Friday, and tele-psychiatry as needed during non-business hours, and assessment of co-occurring substance use disorders.
- D. Reduce admissions of individuals experiencing a mental health crisis to local community hospital emergency rooms by 75% of current Napa County emergency room visits.
- E. Reduce the average disposition time (e.g., length of time a consumer spends in the Emergency Department pending medical clearance and/or transfer to a psychiatric facility) by 50% of current disposition time.
- F. Target of 20% to 50% reduction of psychiatric inpatient admissions.
- G. Reduce law enforcement involvement with mental health crisis calls, contacts, custodies and/or transports for psychiatric assessment. Target reduction rate to be set by CSU and local Law Enforcement agencies and provided to the COUNTY Director of Behavioral Health, or designee.
- H. Provide health screening that would indicate a need for medical services, including assessment of symptoms related to co-occurring mental health and substance use disorders.
- I. Provide a therapeutic milieu for adult and child/adolescent clients, including, when appropriate, the use of mental health rehabilitation interventions to help stabilize an individual so they can be released to a lower level of care.
- J. Reduce frequent readmission of consumers through a collaborative approach, and treatment strategies aimed at engaging lower levels of care prior to the onset of a psychiatric crisis.
- K. Increase outpatient mental health participation rates by consumers, specifically medication and case management services, and track consumer participation rates via provider verification and client survey data.
- L. CONTRACTOR will make every reasonable effort to ensure that consumers are not transported to emergency rooms for routine medical clearance not required by a 72-hour Lanterman-Petris Short (LPS) designated psychiatric hospital or care unless it is acutely necessary, and consumers cannot be safely screened and treated at the CSU without medical intervention beyond the scope of its licensed medical professionals.

IV. Facilities and Service Hours

CONTRACTOR shall operate Crisis Stabilization Unit (CSU) services 24 hours a day, 7 days per week at the following location:

Crisis Stabilization Unit (CSU)
2751 Napa Valley Corporate Drive
Napa, CA 94558.

COUNTY Shall:

- A. Provide CONTRACTOR appropriate space sufficient for CONTRACTOR to carry out its duties and meet its obligations under this contract at location and address above.
- B. Train and designate an appropriate number of clinical staff to write and review Welfare and Institution Codes for 5150/5585 holds and monitor the policies and procedures for placing and reviewing.
- C. Train CSU staff on relevant COUNTY policies and procedures, compliance requirements on a regular basis.
- D. Train designated CSU staff to become COUNTY Electronic Health Record (EHR) Superusers.
- E. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
- F. Develop reporting forms not otherwise detailed in this Contract in coordination with CONTRACTOR.

CONTRACTOR shall serve as COUNTY's Juvenile Hall, COUNTY's Detention Center, and Queen of the Valley Medical Center's On-Call Mobile Response Unit. CONTRACTOR shall provide safety cell checks and 5585 Evaluations in Juvenile Hall and the Jail. CONTRACTOR shall also provide 5150 holds to Queen of the Valley Medical Center as needed.

Juvenile Hall on-call hours are:

6:00pm to 8:00am Monday through Friday

24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday

24hr/day on holidays

- During these hours, Juvenile Hall may request either an on-site safety cell check or an on-site 5585 evaluation for a hall resident.

In Juvenile Hall, CONTRACTOR shall abide by regulations and codes associated with the Use of Physical Restraints (Title 15 Section 1358) and Safety Room Procedures (Title 15 Section 1359).

Napa County Detention Center on-call hours are:

6:00pm to 7:00am every day and

24hr/day on county observed holidays

- During these hours, Jail may request an on-site safety cell check.

In Jail, CONTRACTOR shall abide by regulations and codes associated with the Use of Restraint Devices (Title 15 Section 1058) and Use of Safety Cell (Title 15 Section 1055).

Queen of the Valley Medical Center On-Call hours are:

6:00pm to 8:30am Monday through Friday

24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday

24hr/day on holidays

- During these hours, Queen of the Valley Medical Center may request an on-site 5150/5585 evaluation.

V. Eligibility and Admission

CONTRACTOR shall admit to the CSU, any consumer appearing to have urgent or emergent psychiatric needs, except for a consumer who meets the following conditions:

- A. Has an acute medical condition that requires immediate attention and amelioration before psychiatric stabilization can be safely undertaken;
- B. Is assaultive and cannot be safely managed in the CSU; or
- C. COUNTY/CONTRACTOR agreed upon exclusionary criteria.

VI. General Requirements for Service Delivery

CONTRACTOR shall:

- A. Provide culturally and gender appropriate services, including but not limited to those that identify with the LGBTQIA+ community.
- B. Provide behavioral health services that are person-centered, safe, effective, timely and equitable; supported by friends and the community; promote wellness and recovery; and fully incorporate shared decision-making among consumers, family members and providers with proper consumer consent.
- C. Provide community mobile outreach services.
- D. Provide 5150/5585 services on site, at the Jail and Juvenile Hall as well as at local emergency department.
- E. Contractor shall acquire CLIA waiver to perform tests, as determined by CDC or FDA
- F. Provide medication administration and management, including intra-muscular injections of anti-psychotic and other appropriate medications.
- G. Provide referral and linkage to medical treatment, emergency, transitional and permanent housing, adult residential services programs, shelters and other needed services.

- H. Provide or arrange for transportation upon discharge when appropriate to ensure that successful linkage to follow-up services takes place.
- I. Establish appropriate placement for an individual post-5150 hold.
- J. Linkages with any of the following as appropriate:
 - 1. Intensive community services or programs, such as; intensive case management/ wraparound programs, crisis residential services, or others as appropriate.
 - 2. Community behavioral health providers and/or linkage to clients' existing service providers.
 - 3. Adult Recovery and Resource Center (ARRC), also known as the Innovations Community Center.
 - 4. COUNTY services including but not limited to; Substance Use Disorder Services, Mental Health Services, Employment and Eligibility and Self-Sufficiency Services.
 - 5. Residential substance use disorder treatment and detox services.
- K. Utilize the COUNTY's Electronic Health Record (EHR), through any vendor determined by COUNTY. COUNTY shall provide appropriate training and ongoing support to CONTRACTOR staff utilizing COUNTY EHR.
- L. Maintain effective communication and working relationship with the HHS Behavioral Health Services, Self-Sufficiency Services, Child Welfare Services, including administration and programs.
- M. Address the needs of individuals who have exceeded the 23:59 hour limit on Medi-Cal billable crisis stabilization services.
- N. Provide trained interpreters and/or use of COUNTY approved Language Line. Provide informational materials that have been translated to meet the linguistic needs of all CSU consumers. Minors, even if they are family members, shall not be used as interpreters.
- O. Confer and consult with community partners including but not limited to law enforcement, emergency departments, COUNTY Behavioral Health contractors, outside crisis or suicide hotlines/warm lines, as well as concerned family members or other community members upon their request about the appropriateness of writing Welfare & Institutions Code (W&I) § 5150 holds or appropriate management strategies for consumers. Per AB 2275, clients that have not been certified for intensive treatment pursuant to Section 5250 and remains detained pursuant to Section 5150, a certification review hearing shall be held within seven days of the date the client was initially detained pursuant to Section 5150, unless judicial review has been requested as provided in Sections 5275 and 5276. CONTRACTOR staff designated by COUNTY for evaluation and treatment shall inform detained client of their rights with respect to the hearing, such as the right to the assistance of another person, including the county patients' rights advocate, to prepare for the hearing and shall answer questions and address concerns regarding involuntary detention pursuant to Section 5254.1. An attorney or COUNTY patients' rights advocate shall meet with the client to discuss the commitment process and to assist client in preparing for the certification review hearing or to answer questions.

The certification review hearing shall be conducted in accordance with Sections 5256.1, 5256.2, 5256.3, 5256.4, 5256.5, 5256.6, and 5256.7 and the detained client shall be considered a person certified.

- P. CONTRACTOR shall also provide 5150/5585 evaluations and evaluations to lift 5150/5585 holds to Queen of the Valley Medical Center as needed.
Queen of the Valley Medical Center On-Call hours are:
6:00pm to 8:30am Monday through Friday
24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday
24hr/day on holidays
*During these hours, Queen of the Valley may request an on-site 5150/5585 evaluation or an evaluation to lift an existing 5150/5585 hold.
- Q. Provide services under this contract that include:
1. Evidence-based crisis intervention and acute stabilization strategies.
 2. Robust pharmacological, psychological and behavioral management of emotional disturbance, psychosis and acute states of danger to self or others in the CSU.
 3. Equipping clients to use less intensive services.
 4. Linkage, referral and consultation with resources outside of the CSU including COUNTY internally operated behavioral health programs, contracted programs, law enforcement, emergency departments, community-based organizations and spiritual leaders, among others.
 5. Family and social resource mobilization upon consumer consent.
- R. Serve as COUNTY's 24-hour telephone access line for COUNTY Behavioral Health services, including evenings, weekends, COUNTY holidays, and when initial requests are made directly to the CSU.
Telephone access duties shall include the following:
1. Checking Medi-Cal eligibility status.
 2. Conducting brief evaluation of consumers' needs using pre-approved screening tool.
 3. Providing de-escalation interventions.
 4. Making routine, urgent and emergent referrals.
 5. Documenting calls and responses in accordance with Napa COUNTY procedures.
- S. Train and instruct staff in use of Crisis Plans and require staff to check, upon admission, whether a given individual has such a plan on file, and to the extent possible, follow the plan.
- T. Notify the COUNTY Case Manager that their client is in crisis in the CSU during the first three hours of the individual's stay. Such notification may consist of a phone call or an encrypted email.
- U. Answer phones on behalf of COUNTY after the hours of 5:00 pm to determine whether the situation presented by the caller is emergent, urgent, or routine. All such calls shall be logged as per COUNTY requirements and may be sent to COUNTY Mobile Response Team if deemed appropriate. Monthly testing will occur to ensure that CONTRACTOR

is compliantly providing this service.

- V. Assume physical custody of consumers admitted to the CSU on WIC § 5150/5585 holds and effect safe transfer of consumers referred by other custodians including but not limited to EMTs, emergency departments and peace officers. CONTRACTOR will comply with the provisions of W&I § 5150.2 and will detain a peace officer transporting a person to the CSU no longer than the time necessary to complete documentation of the factual basis of the detention under W&I § 5150 and a safe and orderly transfer of physical custody of the person. CONTRACTOR will document the transfer on the form provided for this purpose by the COUNTY.

VII. Service Descriptions/Treatment Modalities

CONTRACTOR shall provide treatment modalities and treatment strategies including, but not limited to:

- A. Trauma-Informed Approach.
- B. Comprehensive Assessment focused on children, adolescents, and adults.
- C. Medication Assessment, administration, and management.
- D. Wellness Recovery Action Plan (WRAP) development.
- E. Dialectical Behavior Therapy (DBT) skills training.
- F. Counseling from peers, parent partners, and trained staff.
- G. Dual-recovery assessment, support, education, and linkage.
- H. Community services linkage and referrals for aftercare services.
- I. Intensive discharge planning.
- J. Spiritual support.
- K. Yoga, meditation and relaxation education and support.
- L. Creative arts resources and support.
- M. Nutritional training and individualized support.
- N. Wellness counseling.
- O. Natural daytime activities, access to watch television and read newspapers.

Evidence Based Practices (EBPs)

CONTRACTOR shall provide Evidence-Based Practices for crisis stabilization/intervention and emergency psychiatric services, including interventions with family members of the identified consumer.

Examples of available EBPs include but are not limited to:

- A. Motivational Interviewing.
- B. Cognitive Behavioral Therapy.
- C. Relapse Prevention.
- D. Trauma-Informed Treatment.
- E. Psycho-Education.

VIII. Discharge Planning

Discharge planning begins shortly after admission. The reintegration of the consumer with family, close friends, and community supports is a primary objective.

Prior to discharge CONTRACTOR shall provide:

- A. Linkage to appropriate community service programs.
- B. Care coordination to mental health or substance abuse services.
- C. Linkage to peer support programs, self-help groups, veteran support programs, or other appropriate services, as needed.

IX. Oversight and Legal Requirements

- A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Copies of such documentation must be made available, upon COUNTY request.
- B. Participate in COUNTY utilization review and quality improvement activities.
- C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.
- D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.
- E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.
- F. Facilitate access to consumers by Napa County's Patient's Rights Advocate.

Ongoing reconciliation/audit of active key/fob/EHR access list with active roster of CONTRACTOR employees

- A. Bi-weekly, CONTRACTOR will provide a list of current, active CONTRACTOR employees to Operations Administrative Assistant via email, (copying CONTRACTOR Program Director, COUNTY Behavioral Health Utilization Review Coordinator, AST Manager, and AST Senior Systems Analyst). Operations Administrative Assistant will cross-check the list with COUNTY's list of CONTRACTOR employees with fob and key access to ensure that COUNTY list does not contain any employees who are no longer employed by CONTRACTOR. Operations Administrative Assistant will request that

COUNTY/AST Senior Systems Analyst do the same check for active CONTRACTOR users of COUNTY EHR users.

- B. If any CONTRACTOR employees are found on COUNTY lists of fob/key/EHR users who do not show up on the list of CONTRACTOR active employees, then Operations Administrative Assistant will contact CONTRACTOR Program Director for more detail. If it is determined that the employee was terminated from CONTRACTOR employment or transferred to a position no longer requiring access, COUNTY Operations Administrative Assistant will initiate the immediate removal of fob, key, and EHR access.
- C. Records pertaining to this reconciliation/audit will be stored electronically by COUNTY. CONTRACTOR clinical staff will not have access to ADS treatment information in COUNTY EHR

Administrator/Administrator On-Call

- A. Designate a Program Administrator during normal COUNTY business hours and an Administrator on call 24/7/365 who shall respond to telephone communications by designated COUNTY staff and CSU program staff within 15 minutes by telephone or in person to consult concerning urgent problems and their resolution. The Program Administrator or designated representative will meet regularly as required with COUNTY Contract and Clinical Administrative Teams and participate in meetings with the COUNTY as requested.
- B. Meet regularly, on a schedule to be mutually agreed-upon but no less than quarterly, to review the performance of both parties with respect to the Contract, including reviewing service estimates, outcomes, successes, and challenges in implementing the CSU. COUNTY and CONTRACTOR shall develop a standard agenda with topical additions as appropriate for these meetings and determine required attendees which at a minimum will include the COUNTY Provider Services Coordinator.

Audit Requirements

- A. CONTRACTOR records shall clearly document medical necessity for treatment and CONTRACTOR records may be audited at any time by COUNTY or State/Federal government entities.
- B. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal

monitoring activities, as well as reports on quarterly incidents, accidents, and client complaints/grievances as requested by COUNTY.

- C. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this audit notification and summary to COUNTY in a timely manner as requested by COUNTY.

X. Staffing and Training Requirements

CONTRACTOR shall staff and operate the CSU in compliance with all California licensing and regulatory requirements and standards, including Title 9, Division 1, Chapter 11, Article 3, and Section 1840.348 of the California Code of Regulations for crisis stabilization services.

CONTRACTOR shall pre-qualify its personnel by appropriate health, substance use, security and background screenings, including driving record, and will provide results of Medi-Cal Exclusion Screenings to COUNTY upon request. All employees must meet COUNTY standards for Live Scan, Medi-Cal Exclusion screenings, and other appropriate background clearances. CONTRACTOR will supply organizational badges that must be worn at all times while on COUNTY premises or conducting CONTRACTOR business.

CONTRACTOR will design staffing and facilities to achieve maximum flexibility in age, gender, and acuity mix of consumers admitted to the CSU and shall not establish an arbitrary number of admissions dedicated to consumers of any specific age category, gender or level of acuity.

CONTRACTOR shall train and certify all CSU staff in the following areas:

- A. First aid and CPR at the Medical Provider's level of the American Heart Association or equivalent, including instruction in the use of the Automated External Defibrillator (AED).
- B. Customer service.
- C. Emergency and disaster planning and response.
- D. Mandated reporting requirements.
- E. Legal and ethical issues relevant to treatment in the CSU.
- F. Behavioral health crisis assessment and treatment.
- G. Compliance training related to documentation, claiming, and billing practices.
- H. Verify the client's insurance and county of responsibility, ensuring that the county contract is only authorized for inpatient psychiatric treatment for clients who are the responsibility of Napa County.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract and (b) conduct the quality management activities called for by the contract.

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements as well as audit protocol guidelines provided by the state on an ongoing basis.

XI. Program Specific Requirements for Service Delivery

CONTRACTOR shall facilitate access to consumers by COUNTY's Patient's Rights Advocate.

Minors, under the age of eighteen (18) shall not be allowed to be in physical contact with adult consumers on the CSU at any time.

XII. Data Collection and Reporting Requirements

- A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Copies of such documentation must be made available, upon COUNTY request.
- B. Participate in COUNTY utilization review and quality improvement activities.
- C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.
- D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.
- E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations

and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.

- F. CONTRACTOR shall comply with Annual Reporting requirements for the California Health Facilities Finance Authority (CHFFA) and provide required data to COUNTY upon request.
- G. CONTRACTOR shall comply with the most current DHCS CalAIM documentation requirements. CONTRACTOR shall also comply with elements outlined in both COUNTY Behavioral Health Documentation Manual and COUNTY Behavioral Health Policies and Procedures related to CalAIM documentation and best practice protocols.
- H. CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY'S use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement and ongoing service delivery.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with 30 days or more prior written notice of such site visits. This notice shall include:

- A. Specific monitoring tool(s) that will be utilized.
- B. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and
- C. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the

provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

XIII. Requirement Resources

[California Department of Health Care Services - DHCS](#)

[California Code of Regulations \(CCR\)](#)

[California Welfare and Institutions Code \(WIC\)](#)

[Lanterman-Petris-Short Act \(LPS\)](#)

<https://www.cms.gov/regulations-and-guidance/legislation/clia>

EXHIBIT B-3
COMPENSATION AND FINANCIAL REPORTING

August 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

Compensation

1. Agreement Maximum shall not exceed **\$4,596,606**.
2. COUNTY shall provide CONTRACTOR up to the total agreement maximum for a fully operational Crisis Stabilization Unit.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Total Napa CSU Program Budget	
1. PERSONNEL EXPENSES	
a. Salaries, Wages	2,268,188
b. Benefits & Taxes	635,736
c. Total Personnel Expenses	2,903,924
2. OPERATING EXPENSES	
a. Facility Costs	49,619
b. General Operating Expenses	507,665
c. Subcontracts/Professional Services	717,525
d. Total Operating Expenses	1,274,809
3. Subtotal CSU Program Budget	4,178,733
4. INDIRECT/ADMINISTRATIVE OVERHEAD (10% Max)	417,873
a. Total Indirect/Administrative Overhead (10% Max)	417,873
5. TOTAL CSU PROGRAM BUDGET	4,596,606

Financial Reporting/Invoicing

CONTRACTOR may invoice COUNTY for an advance payment beginning August 1st, 2026, of Fiscal Year 2026-2027, and all subsequent automatic renewals of this Agreement, of up to 15% of the annual maximum of this Agreement. After the advance payment invoice, all

subsequent invoices must be based on actual expenses incurred. Until the advance payment is fully expended CONTRACTOR must include an offset of the advance payment on invoice.

CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all contract services provided in the preceding *month*. CONTRACTOR shall submit services as an invoice on agency letterhead with total amount due based on actual costs incurred and service month and year to BHInvoices@countyofnapa.org.

Billing for Mental Health Services

COUNTY will bill the services performed by CONTRACTOR and provided by CONTRACTOR to COUNTY to various private or governmental third-party payors. COUNTY is the only party who may bill and seek reimbursement for the services performed by CONTRACTOR to COUNTY. CONTRACTOR is prohibited from seeking any reimbursement, including but not limited to various private or governmental third-party payors (e.g., Medicare, Medi-Cal, TRICARE, Champus) or other individuals, for any of the services performed by CONTRACTOR. CONTRACTOR will cooperate with COUNTY to facilitate COUNTY in obtaining the maximum legal reimbursement for the services provided. CONTRACTOR is responsible for ensuring that the CONTRACTOR adhere to this provision.

Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall use COUNTY's Electronic Health Record System for documentation of services. CONTRACTOR shall ensure the following:
Correct billing of Medi-Cal services to COUNTY for Short-Doyle/Medi-Cal (SD/MC);
Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
Seamless integration with and use of electronic medical record, the electronic billing system.

Limitations Affecting Payments. CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY. CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by COUNTY that are attributable to CONTRACTOR's performance under this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal. To the extent CONTRACTOR is required to make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

COUNTY shall withhold any payments for mental services for which documentation of Medical Necessity by CONTRACTOR is not sufficient to claim the Federal Financial share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall reimburse any specific services identified within an audit, review or by other means based upon the COUNTY's published charge for crisis stabilization services.

Required Submissions

1. **Budget.** Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). County may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.
2. **Annual Cost Report.** COUNTY may require CONTRACTOR to submit an annual cost report, at no additional cost to COUNTY. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the

fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this Agreement. Other limitations affecting contract payments include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.
5. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

CONTRACTOR's failure to comply with this Agreement may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.