



COUNTY OF HUMBOLDT

For the meeting of: June 20, 2017

Date: May 22, 2017
 To: Board of Supervisors
 From: Connie Beck, Director
 Department of Health and Human Services-Mental Health *for CB*
 Subject: First Amendment to the Professional Services Agreement dated June 28, 2016, by and between County of Humboldt and Crestwood Behavioral Health, Inc., for fiscal years 2016-17 through 2018-19

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve, and authorize the Board Chair to execute, the attached first Amendment to the professional services agreement dated June 28, 2016, by and between County of Humboldt and Crestwood Behavioral Health, Inc., for fiscal years 2016-17 through 2018-19; and
2. Direct the Clerk of the Board to return two (2) executed originals of the attached first amendment to the Department of Health and Human Services – Contract Unit.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), in concert with the Humboldt County Public Guardian’s Office, utilizes a variety of placement options to provide long-term mental health services to the chronically mentally ill patients requiring a secure setting. It is important for the placement team to have access to a variety of treatment options because vacancies and client needs fluctuate.

Prepared by Joseph Demlow, Administrative Analyst II CAO Approval *[Signature]*
 REVIEW: Auditor *[Signature]* County Counsel Sm Personnel _____ Risk Manager *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell Seconded by Supervisor Wilson
 Ayes Sundberg, Fennell, Bass, Bohn, Wilson
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-8, C-15, C-12, C-12, C-18 Meeting of: 7/22/14, 4/28/15, 1/19/16, 5/24/16, 6/16/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 20, 2017
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
PLACEMENT FACILITIES
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated June 28, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Crestwood Behavioral Health, Inc., a Delaware corporation, hereinafter referred to as "CONTRACTOR," is entered into this 20th day of June, 2017.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified professional organization to provide a variety of long-term residential treatment programs for adults with chronic mental illnesses; and

WHEREAS, on June 28, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of a variety of long-term residential treatment services to adults with chronic mental illnesses; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). In no event shall the maximum amount paid under this Agreement exceed One Million Seven Hundred Twenty Thousand Dollars (\$1,720,000.00) for fiscal year 2016-2017 and One Million Four Hundred Ninety Thousand Dollars (\$1,490,000) per fiscal year for fiscal years 2017-2018 and 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

- C. Payment Terms and Conditions. COUNTY shall compensate CONTRACTOR for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as set forth in Exhibit B – Payment Terms and Conditions, which is attached hereto and incorporated herein by reference.
2. The Professional Services Agreement is hereby amended to delete Section 1 – Maximum Amount Payable of Exhibit B – Payment Terms and Conditions as of the effective date of this First Amendment.
 3. The Professional Services Agreement is hereby amended to delete Section 6 – Additional Services of Exhibit B – Payment Terms and Conditions as of the effective date of this First Amendment.
 4. The Professional Services Agreement is hereby amended to delete Exhibit B – Payment Terms and Conditions (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of July 1, 2017.
 5. Except as modified herein, the Professional Services Agreement dated June 28, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CRESTWOOD BEHAVIORAL HEALTH, INC.:

By:  Date: 5/11/2017

Name: George C. Lyftal

Title: President + CEO

By:  Date: 5/15/17

Name: GARY KESTEM

Title: CONTROLLER

COUNTY OF HUMBOLDT:

By:  Date: 6/20/17

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 5/30/17

Risk Management

LIST OF EXHIBITS:

Exhibit B – Payment Terms and Conditions

**EXHIBIT B
PAYMENT TERMS AND CONDITIONS
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR FISCAL YEARS 2016- 2017 THROUGH 2018- 2019**

1. RATE OF COMPENSATION:

CONTRACTOR and COUNTY agree to the following per diem rates for services provided pursuant to the terms and conditions of this Agreement as of July 1, 2017. The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22 of the California Code of Regulations Section 51511 C.

A. IMD 18-64	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND REC. CTR-REDDING	204.94	21.00	225.94
	204.94	42.00	246.94
	204.94	53.00	257.94
	204.94	105.00	309.94

B. NON IMD 18-64	BASIC	ENHANCED	TOTAL	
STOCKTON		21.00	21.00	
			32.00	32.00
			34.00	34.00
			53.00	53.00
			79.00	79.00
			105.00	105.00
	SUB			
	ACUTE	NEGOTIABLE		
	NON MEDI CAL	****		
MODESTO		21.00	21.00	
			37.00	37.00
			53.00	53.00
			79.00	79.00
			105.00	105.00
		SUB		
	ACUTE	NEGOTIABLE		
	NON MEDI CAL	****		
FREMONT GTC	NON MEDI CAL	****	124.00	
	NEURO-BEHAV		124.00	124.00
	CONVERSION(PRIVATE			
	ROOM)			270.20

CRESTWOOD MANOR FREMONT		21.00	21.00
	0.00	29.00	29.00
	0.00	53.00	53.00
		84.00	84.00
		124.00	124.00

**** Medi-Cal Published Rate

C. MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	219.00
	SUB ACUTE	265.00
SAN JOSE		262.00
	PREGNANT	273.00
VALLEJO	LEVEL 1	324.00
	LEVEL 2	275.00
	LEVEL 3	244.00
	LEVEL 4	229.00
ANGWIN	LEVEL 1	314.00
	LEVEL 2	250.00
	LEVEL 3	204.00
BAKERSFIELD	LEVEL 1	265.00
	LEVEL 2	588.00
EUREKA		267.00
SAN DIEGO	LEVEL 1	398.00
	LEVEL 2	342.00
	LEVEL 3	285.00
	BED HOLD	277.00
CHULA VISTA		
	LEVEL 1	398.00
	LEVEL 2	342.00
	LEVEL 3	285.00
	BED HOLD	277.00
KINGSBURG	LEVEL 1	414.00
	LEVEL 2	362.00
	LEVEL 3	311.00
	BED HOLD	259.00

D. PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO		817.61
SAN JOSE		960.00
	INDIGENT	1,069.00
SOLANO		887.00
KERN		984.00
AMERICAN RIVER		811.13

E. COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	RCFE	150.00
	PATHWAY	168.00
OUR HOUSE		116.00
BRIDGE(KERN)		185.00
AMERICAN RIVER RESIDENTIAL		122.00
PLEASANT HILL BRIDGE		122.00
PLEASANT HILL PATHWAYS		180.00
FRESNO		185.00
VALLEJO RCFE		127.00

F. GEROPSYCH 65+

		ENHANCED	TOTAL
STOCKTON		0	0.00
		21.00	21.00
		53.00	53.00
VALLEJO			
	SPECIAL	0	0.00
		21.00	21.00
		53.00	53.00
MODESTO			
	SPECIAL	0	0.00
		21.00	21.00
		53.00	53.00

REDDING GTC	SPECIAL	
	0	0.00
	21.00	21.00
	53.00	53.00

CRESTWOOD MANOR-FREMONT	SPECIAL	
	0.00	0.00
	21.00	21.00
	29.00	29.00
	53.00	53.00

2. RATE CHANGES:

CONTRACTOR shall submit written requests for rate changes to COUNTY, as necessary, with a frequency of not more than one (1) time per quarter.

3. RESERVED BED FEES:

A. Emergency Hospitalizations. With the exception of Institutions for Mental Disease (“IMD”) and Skilled Nursing facilities, in the event that the client or patient requires emergency hospitalization, if COUNTY authorizes and CONTRACTOR agrees, then COUNTY agrees to pay the reserved bed fee at the applicable authorized daily rate for a maximum of three (3) days. COUNTY shall not pay for a reserved bed space beyond the first three (3) days and CONTRACTOR is not required to reserve bed. For IMDs, clients or patients will be discharged from the facility for the purpose of emergency hospitalization. For Skilled Nursing facilities, applicable state regulations will be followed.

B. Unexcused Absences. For the Eureka Pathways program only, COUNTY will reimburse CONTRACTOR at the Pathways rate of One Hundred Sixty-Eight Dollars (\$168.00) per day for up to three (3) days in a calendar month that a client is absent without leave from the Pathways program. Authorization for this situation applies only if the CONTRACTOR immediately notifies the DHHS-Mental Health Supervising Clinician and/or Case Manager in writing by fax or e-mail of any client’s or patient’s absence without leave from certified residential treatment programs. For all other programs, authorization for reserved bed fees will be made on a case by case basis, and only upon authorization by approved COUNTY personnel.

C. Community Visits. For all Eureka residential programs, in the event the client or patient has been approved for a community visit, if COUNTY and CONTRACTOR agree prior to the client or patient leaving for the visit to reserve a bed, then COUNTY agrees to pay the reserved bed fee at the applicable authorized daily rate for a maximum of three (3) days and CONTRACTOR agrees to reserve the bed for a maximum of three (3) days.

4. ANCILLARY CHARGES:

CONTRACTOR will ensure other counties will be informed of COUNTY’s expectations regarding other counties’ responsibility for ancillary charges for their clients or patients placed at the CONTRACTOR’s Eureka Campus.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, hereunder shall be made within thirty (30) days of receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501