



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-15

For the meeting of: April 28, 2015

Date: April 3, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director
Department of Health and Human Services-Mental Health

Subject: First Amendment to the Agreement with Crestwood Behavioral Health Inc. Placement Facilities for Fiscal Years 2014-15 and 2015-16

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the First Amendment to the Agreement between County of Humboldt and Crestwood Behavioral Health, Inc. (CBHI) Placement Facilities for fiscal years 2014-15 and 2015-16;
2. Authorizes the Chair to execute three (3) originals of the Amendment; and
3. Directs the Clerk of the Board to return two (2) executed originals of the First Amendment to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS-Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

Humboldt County Department of Health and Human Services (DHHS)-Mental Health, in concert with the Public Guardian's Office, utilizes a variety of Mental Health Rehabilitation Centers (MHRC) and Institutes

Prepared by Joseph Demlow Administrative Analyst

CAO Approval

REVIEW:

Auditor _____ County Counsel KR Personnel _____ Risk Manager DL Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-05, C-04, C-10, C-7, C-8

Meeting of: 7/26/11, 6/26/12, 7/16/13, 7/22/14

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Lovelace Seconded by Supervisor Bass

Ayes Sundberg, Lovelace, Fennell, Bohn, Bass
Nays _____
Abstain _____
Absent _____

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

Dated: April 28, 2015

By: _____

Kathy Hayes, Clerk of the Board

for Mental Diseases (IMD) to provide long term care to the chronically mentally ill patients requiring a secure setting. Crestwood Behavioral Health, Inc. has a variety of facilities throughout California designed to serve diverse client needs, including MHRCs, geriatric psychiatric facilities, non-IMD Skilled Nursing Facilities.

In Eureka, Crestwood Behavioral Health, Inc. offers an Adult Residential Facility (ARF), a Residential Care for the Elderly (RCFE) Program, and a secure Mental Health Recovery Center (MHRC). The Adult Residential Program serves as a sub-acute psychiatric residential facility, offering rehabilitative mental health services for severely and persistently mentally ill persons. This program focuses on client preparation to return to independence in their communities.

The second program, Residential Care for the Elderly, serves elderly clients age 60 and older. The services are designed to meet the special needs of older adults with psychiatric illnesses and/or concurrent medical complications and whose adaptive functioning is so impaired that it prevents them from receiving care in a less restrictive community setting.

The Mental Health Recovery Center (MHRC) on the Eureka campus serves clients who require care with 24-hour monitoring in a secure environment due to their symptoms.

Client placements are monitored by the Mental Health multi-disciplinary team, the "Strategic Assistance for Adult Recovery Interventions" (SAFARI). This team authorizes services, determines the appropriate level of care, and monitors clients' needs in the community upon discharge. When an initial MHRC placement occurs, transitional plans for a less restrictive placement are put into place and reviewed monthly to evaluate and plan for step-down to community living. All Mental Health services are delivered with a focus on recovery.

On July 22, 2014 (item C-8), the Board approved the Agreement with Crestwood Behavioral Health, Inc. for fiscal years 2014-15 and 2015-16; the First Amendment to the Agreement is necessary due to increased utilization of Crestwood services beyond initial projections. These increases are offset by decreased usage of alternate placement agreements, and will likely be overall revenue neutral. The requested Amendment to the Agreement will increase the contract maximum payment amount for FY 2014-15 only. The contract maximum payment for FY 2015-16 will remain unchanged.

Therefore, DHHS- Mental Health requests the Board to approve the First Amendment to the Agreement between the County of Humboldt and Crestwood Behavioral Health Inc. Placement Facilities for fiscal years 2014-15 and 2015-16.

FINANCIAL IMPACT:

The requested Amendment to the Agreement will increase contract maximum for FY 2014-15 by Two Hundred Forty-Five Thousand Dollars (\$245,000). The contract maximum for FY 2015-16 is unchanged. This expenditure has been included in the approved budget for FY 2014-15, DHHS-Mental Health Adult Services budget unit 1170-496. Funding for this Agreement is available through Mental Health Realignment and Mental Health Services Act revenues. There is no impact to County General Fund.

This Agreement supports the Board's Strategic Framework by protecting vulnerable populations, supporting the self reliance of citizens and improving the safety and health of our communities.

OTHER AGENCY INVOLVEMENT:

Public Guardian

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve this Amendment to the Agreement with Crestwood Behavioral Health, Inc. DHHS-Mental Health does not recommend this alternative because it would jeopardize the health and safety of the vulnerable population of chronically mentally ill adult patients, who require long term residential treatment, including elderly individuals with special needs.

ATTACHMENTS:

1. Copy of Agreement with Crestwood Behavioral Health, Inc for fiscal years 2014-15 and 2015-16
2. First Amendment to the Agreement with Crestwood Behavioral Health, Inc for fiscal years 2014-15 and 2015-16 (three (3) originals)



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-8

For the meeting of: July 22, 2014

Date: July 9, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *CR*
Department of Health and Human Services-Mental Health

Subject: Agreement with Crestwood Behavioral Health Inc. Placement Facilities for Fiscal Years 2014-16

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement between County of Humboldt and Crestwood Behavioral Health, Inc. (CBHI) Placement Facilities for fiscal years 2014-16;
2. Authorize the Chair to execute three (3) originals of the Agreement effective July 1, 2014; and
3. Direct the Clerk of the Board to return two (2) executed originals of the Agreement to the Department of Health and Human Services - Contract Unit for forwarding to DHHS - Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Joseph Demlow Administrative Analyst

CAO Approval *Amy Rosen*

REVIEW:

Auditor *MSM*

County Counsel *KR*

Personnel

Risk Manager *KWOP*

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-3, C-11, C-11, C-16, C-10, C-7

Meeting of: 6/9/09, 8/18/09, 3/23/10, 6/22/10, 4/19/11, 7/26/11, 6/26/12, 7/16/2013

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays
Abstain
Absent

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

Dated: *July 22, 2014*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
PLACEMENT FACILITIES
FOR FISCAL YEARS 2014-2016**

This Agreement, made and entered into this 22nd day of July, 2014, at Eureka, California, by and between Humboldt County, 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 made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS)-Mental Health desires to provide the services of a long-term treatment program for adults with chronic mental illnesses, and who otherwise would be placed in the State Hospital or higher levels of care; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or its clients.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached hereto and incorporated by references.

2. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

3. TERM:

The term of this Agreement shall be from July 1, 2014 and shall continue through June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted;
- iv. Improperly performed service

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:

- i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.
- ii. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients and make allowance for the treatment needs of its clients.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: DHHS-Mental Health
Attention: Mental Health Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: Crestwood Behavioral Health, Inc.
520 Capital Mall, Suite 800
Sacramento, CA 95814

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Seven Hundred Ninety Five Thousand, One Hundred and Seventy Four Dollars (\$795,174) per Fiscal Year. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference.

If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

8. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.

Neither shall such payment impair or prejudice any remedy available to COUNTY with

respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

9. AUDITS:

CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this Agreement pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

10. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

11. MONITORING:

CONTRACTOR agrees to extend to the DHHS-Mental Health Director, the State Department of Health Care Services or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

12. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

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13. SUBCONTRACTING:

CONTRACTOR shall not subcontract services without prior written permission by COUNTY.

14. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

15. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

16. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations, including but not limited to the Americans with Disabilities Act. Compliance with the Americans with Disabilities Act, includes, but is not limited to, the following areas:

- A. Whatever written information is provided regarding its programs will also be provided in alternate formats, including Braille, large print audio recording, and electronic formats, upon request.
- B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.
- C. If CONTRACTOR operates a hotline to take telephone calls of an emergency nature, the Contractor shall ensure that it provides equivalent service for persons who use TTY's including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the State or local Telecommunication Relay procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.

- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of programs- to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing.
- E. Have written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of CONTRACTOR'S program on the basis of disability.
- F. Have written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in CONTRACTOR'S program, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the program even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
- G. Have written procedures to ensure that reasonable modifications are made to the CONTRACTOR'S program when necessary for a client or family member with a disability to participate in such programs, unless doing so would fundamentally alter the nature of the program.
- H. Have written policies to ensure that despite any "drug-free" policy of the CONTRACTOR'S program, persons with disabilities who use medication

prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.

CONTRACTOR agrees that all professional level persons employed by CONTRACTOR have met applicable professional licensure requirements pursuant to the Welfare and Institutions and Business and Professions Codes and will provide copies of licensure to COUNTY upon request. CONTRACTOR further agrees to comply with any applicable Federal, State or local licensing standards, any applicable accrediting standards and any other applicable standards or criteria established locally or by the State or Federal governments.

17. VENUE AND APPLICABLE LAW:

This Agreement shall be construed in accordance with the laws of the State of California and COUNTY's contractual obligations under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. NONDISCRIMINATION:

A. Consistent with the requirements of applicable Federal or State law, CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, religion or

religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances.

- B. During the performance of this Agreement, CONTRACTOR and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons. CONTRACTOR and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, CCR, Section 7285 et seq.). CONTRACTOR will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are incorporated into this Agreement by reference and made a

part hereof as if set forth in full. CONTRACTOR and its subcontractors will give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. CONTRACTOR will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

D. CONTRACTOR will include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

20. RECORDS:

CONTRACTOR shall maintain statistical, clinical and financial records in the manner provided by the State Health and Welfare Agency and make such records available to COUNTY as required by the Humboldt County Mental Health Director, and the California State Health and Welfare Agency.

A. Fiscal Records -- if applicable, CONTRACTOR shall maintain accurate records of its costs and operating expenses. Such records of costs, expenditures and reimbursements shall be maintained for at least five (5) years from the close of the State's fiscal year during which services were provided, or until audit findings are resolved, whichever is later. Such records shall be open to inspection by the Humboldt County Mental Health Director, the Humboldt County Auditor-Controller, the Humboldt County Grand Jury, the State Controller, the State Director of the Department of Mental Health or any of their designees.

B. Clinical Records -- if direct patient or client treatment services have been

provided, CONTRACTOR shall maintain accurate and legible clinical/medical records in accordance with the Humboldt County Mental Health Medical Records Policy and Procedures. CONTRACTOR shall maintain medical records for at least seven (7) years from the close of the State's fiscal year during which services were provided, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. All such records shall be considered confidential patient records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Humboldt County Mental Health Director or designee or the State Department of Mental Health, and shall be kept in accordance with the rules and regulations of the California Code of Regulations, Title XXII.

21. CONFIDENTIALITY OF RECORDS:

In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, the California Welfare and Institutions Code Sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 130203 as applicable, the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and their implementing regulations, including as appropriate Title 45 of the Code of Federal Regulations Section 205.50.

COUNTY and CONTRACTOR acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. CONTRACTOR agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

22. INSURANCE REQUIREMENTS:

A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including,

personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto".
3. Workers Compensation and Employer's Liability Insurance providing worker's compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.
4. Professional liability insurance/errors and omission coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars [\$3,000,000.00]) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance notices sent to:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 5. It is further understood that CONTRACTOR shall not terminate

such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with

the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

23. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

- A. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CONTRACTOR'S duties and obligations under this Agreement and any amendments hereto.
- B. COUNTY shall indemnify, defend and hold harmless CONTRACTOR and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY's duties and obligations under this Agreement and any amendments hereto.
- C. Notwithstanding paragraphs A and B, in the event that CONTRACTOR and COUNTY are both held to be negligently or willfully responsible, CONTRACTOR and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and

attorney's fees.

- D. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.

24. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place.

COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the Humboldt County Department of Health and Human Services or his designee.

25. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by COUNTY and the DHHS-Mental Health Director and CONTRACTOR.

26. DRUG FREE WORKPLACE CERTIFICATION:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by

Government Code Section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. CONTRACTOR's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation and employee assistance programs, and
- iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works on the Agreement:

- i. Will receive a copy of CONTRACTOR's drug-free policy statement, and
- ii. Will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future State contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

27. PATIENTS' RIGHTS:

The parties to this Agreement shall comply with applicable laws, regulations and State policies relating to patients' rights.

28. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan

guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

29. UTILIZATION REVIEW:

COUNTY, through its DHHS-Mental Health Director, may designate a person(s) to perform a utilization and/or professional standards review of all patients for which it is expected to make reimbursement.

30. ADMISSION PRIORITY:

CONTRACTOR shall provide COUNTY with periodic reports of openings in CONTRACTOR's facility and agrees to be ready, willing and able to give priority to the admission of COUNTY-linked patients.

31. COST REPORT:

CONTRACTOR shall submit an unaudited end of the fiscal year final cost report summarizing all costs incurred providing services for COUNTY-linked patients during the fiscal year. This will occur no later than ninety (90) days following the close of the fiscal year. Final Cost Report shall meet the specifications of the mandated cost

reporting requirements of COUNTY, pertaining to that fiscal year.

32. DETERMINATION OF ABILITY TO PAY:

If so directed by the DHHS-Mental Health Director, CONTRACTOR shall, determine client's share of cost using the State's Uniform Method of Determining the Ability to Pay, relaying to COUNTY the results of such determination. This shall be done any time there is a demonstrable change in client's financial status but no less than annually. CONTRACTOR avers that inability to pay shall be no bar to CONTRACTOR's services. However, CONTRACTOR further agrees that unwillingness to pay may bar services (except in emergencies) following consultation with COUNTY. COUNTY agrees to provide training in the determination of ability to pay.

33. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

34. ADMISSION POLICIES:

The patient population to be served is adults with mental illness in need of long-term treatment. In order for proper reimbursement:

- A. All referrals to CONTRACTOR must be authorized by the DHHS-Mental Health Director or designee.
- B. The final admission decision shall rest with CONTRACTOR.
- C. If admission is denied, the DHHS-Mental Health Director or designee shall be immediately notified and shall be informed of the reasons leading to the denial.
- D. Policies and procedures for admission shall be written by CONTRACTOR based on this Agreement. Policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, gender, national origin, age, sexual orientation, or physical or mental disability.

E. In recognition of the fact that clients are referred by DHHS- Mental Health and that DHHS-Mental Health has specific responsibilities for long-term case coordination, CONTRACTOR agrees to participate in and accept the overall care plan for patients, including but not limited to discharge planning and timeliness for discharges as a condition of acceptance of the client for admission.

35. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

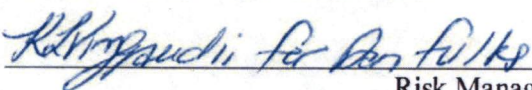
Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: 

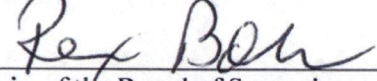
APPROVED AS TO LEGAL FORM:

By 
County Counsel

APPROVED AS TO INSURANCE:


Risk Manager

COUNTY OF HUMBOLDT:


Chair, of the Board of Supervisors

CONTRACTOR:


Name
President + CEO
Title


Name
CONTROLLER
Title

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.

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
PLACEMENT FACILITIES
FOR FISCAL YEARS 2014-2016**

EXHIBIT A

SCOPE OF SERVICES

1. Contract Monitor

Name and Title: DHHS-Mental Health Sr. Program Manager
Organization: DHHS - Mental Health

Street Address: 720 Wood St.
City and Zip Code: Eureka, CA 95501

2. Description of Services

Summary Description: Provides a variety of comprehensive, flexible, recovery oriented mental health services and supports for Serious Mentally Ill (SMI) adults meeting target population criteria including co-occurring substance use disorders. CONTRACTOR instructs and encourages consumers to participate in activities that promote independent living skills. There is an expectation that each individual will experience an enrichment of life, which may be evidenced in a variety of ways. CONTRACTOR provides step-down services to Serious Mentally Ill (SMI) adults and Laterman-Petris-Short (LPS) conservatees, assisting with transitional services to step down from Institutions for Mental Disease and Mental Health Rehabilitation Centers to less restrictive settings. These services are necessary for consumers to succeed in transitioning back into their communities.

3. Service & Staffing Standards:

CONTRACTOR shall offer the following services to COUNTY and/or COUNTY clients and patients:

A. Adult Mental Health Rehabilitation Centers (MHRC) and Institutions for Mental Disease (IMD),

Institutions for Mental Disease (IMD), provide 24 hour locked care in secure, residential settings of more than 16 beds primarily providing diagnosis, treatment, or care of persons requiring extended length of stay in order to stabilize after acute psychiatric hospitalization;

Adult Mental Health Rehabilitation Centers (MHRC) provide 24 hour locked care in secure, residential settings of 16 beds or less with a focus on brief lengths of stay;

Basic Services to be provided:

- Provision of beds for adults (18 years or older) as an alternative to State hospitalization or a higher level of care.
- Services provided in a locked, 24 hour care facility as appropriate.
- Treatment plan development with assistance of COUNTY.
- Utilization of resources available to both CONTRACTOR and COUNTY.
- CONTRACTOR agrees to facilitate access to and utilization of Health Insurance Portability and Accountability act (HIPAA) compatible web conferencing, video conferencing or telemedicine equipment to enable COUNTY to have a minimum of monthly joint conferences with client or patient, COUNTY and CONTRACTOR'S clinicians, and/or client's or patient's significant others in order to facilitate discharge planning processes. CONTRACTOR will be responsible to obtain informed consent(s) for telemedicine.

B. Skilled Nursing Facilities (SNF) provide behavioral intervention to consumers with mental disorders and comorbid health issues that require daily monitoring.

Basic Services to be provided:

- Provision of beds for adults (18 years or older) as an alternative to State hospitalization or a higher level of care.
- Skilled nursing care, along with specific clinical programming addressing behavioral needs.
- Services provided in a locked, 24 hour care facility as appropriate.
- Treatment plan development with assistance of COUNTY.
- Utilization of resources available to both CONTRACTOR and COUNTY.
- CONTRACTOR agrees to facilitate access to and utilization of Health Insurance Portability and Accountability act (HIPAA) compatible web conferencing, video conferencing or telemedicine equipment to enable COUNTY to have a minimum of monthly joint conferences with client or patient, COUNTY and CONTRACTOR'S clinicians, and/or client's or patient's significant others in order to facilitate discharge planning processes. CONTRACTOR will be responsible to obtain informed consent(s) for telemedicine.

C. Adult Residential Facilities (ARF) provide sub-acute psychiatric residential, rehabilitative mental health services for severely and persistently mentally ill persons whose condition requires a lower level of care than an acute psychiatric hospital, MHRC or IMD. Adult Residential Facilities serve clients and patients aged 18-59 with significant mental health issues preparing to transition back to independence in their communities.

Basic Services to be provided:

- Linkage to community supports
- Transportation to appointments
- Individualized recovery plans to achieve personal goals including transitioning to the community, work, school and reunification with family.
- Meal planning, menu planning, budgeting, shopping, cooking of all meals, and cleaning
- Wellness and Recovery Action Plans (WRAP)
- Peer support
- Recreation leisure skills development

- Assistance, when needed, with taking medications
- Continuous observation, assessment and supervision

D. Residential Care Facilities for the Elderly (RCFE) serve clients and patients aged 60 and older with significant mental health issues and medical complexities, transitioning from an acute care or long term care skilled nursing facility, an IMD or MHRC.

Basic Services to be provided:

- 24-hour staff to provide oversight and meet the scheduled and unscheduled needs of residents.
- Provision and oversight of personal and supportive services including assistance with the residents activities of daily living (ADLs) and instrumental activities of daily living (IADL) to meet both the scheduled and unscheduled needs of the residents;
- Providing assistance with the self-administration of medications or, as necessary, having licensed nursing staff available to administer medications.
- Providing three meals per day plus snacks. Food must meet minimum daily nutritional requirements and special diet needs must be accommodated;
- Providing daily social, recreational, and skills development activities;
- Developing a care plan for each resident detailing, at a minimum, the frequency and timing of assistance, including transitioning to the community, work, school and reunification with family. Residents must be a part of the development process and must sign the care plan.
- Washing, drying and folding all laundry;
- Performing all necessary housekeeping tasks;
- Maintaining the facility;
- Providing intermittent skilled nursing services as required by residents;
- Providing or coordinating transportation as needed to medically necessary appointments and other transportation as identified on the ISP;
- Providing an emergency response system that enables waiver beneficiaries to summon immediate assistance from personal care providers.
- Provide a private or semi-private full bathroom and provide a shared common space like a dining room or common activity center that may also be used as a dining room.
- Linkage to community supports
- Wellness and Recovery Action Plans (WRAP)
- Peer support

4. **Service Requirements**

CONTRACTOR shall ensure adherence to the following:

A. Service Levels

- Provide adequate and appropriate staff services, twenty-four hours per day to care for clients and patients diagnosed with a severe mental illness, and provide a safe environment.

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B. Service Authorization

- Services are pre-authorized in writing by the COUNTY. Persons receiving services under this Agreement must receive prior approval of the DHHS-Mental Health Deputy Director, or her/his authorized representative.

C. Admission Criteria

- Humboldt County residents receiving services from DHHS-Mental Health ages 18 and older, and diagnosed with a Serious Mental Illness.
- For the MHRC and ARF, CONTRACTOR shall admit clients and patients with a DSM-IV TR diagnosis. Individuals in need of 24-hour nursing services within the scope of facility services, clients and patients who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level of care facility shall be considered for admission. The frequency, scope, and severity of these behaviors are determining factors for admission, which are negotiated between COUNTY and CONTRACTOR for each client or patient admission. The COUNTY may grant individual exception to the admission criteria.
- For the RCFE, clients or patients may be 60 years and older. Admissions shall be adult clients or patients with a DSM-IV TR diagnosis and in need of 24-hour supervision within the scope of a Community Care Licensed facility for the elderly.
- COUNTY and CONTRACTOR shall work cooperatively to admit clients or patients to CONTRACTOR'S facility(ies). All admissions shall be subject to screening procedures and standards mutually agreeable to CONTRACTOR and COUNTY.
- If the CONTRACTOR denies an admission, the COUNTY'S authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the COUNTY and CONTRACTOR may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's or patient's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility and fall within the authority of the CONTRACTOR.
- It is agreed by the COUNTY and the CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from development disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

D. Service Goals

- To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour services.
- To modify client's or patient's dysfunctional maladaptive behavior patterns and develop daily living skills which will enable them to live in less restrictive, more independent settings.
- To prepare client or patient to transition from IMD/MHRC and into a lower level of care, or back into their community.
- CONTRACTOR shall adhere to COUNTY'S individualized client or patient plans to reduce the lengths of stay in order to transition clients or patients to less restrictive levels of care in a timely manner, as appropriate.

E. Discharge Criteria

- Client or patient has achieved level of recovery stability as determined by client or patient, caregiver/family member when appropriate, and provider as measured by and including symptom management, recognition of triggers of relapse, active participation in a wellness plan, and identification of a personal support system.
- If client or patient is admitted to a psychiatric Skilled Nursing Facility, Mental Health Rehabilitation Center (MHRC), psychiatric hospital, or other higher level of care, CONTRACTOR and COUNTY will cooperate to minimize Length of Stay. Disposition will be made on a case-by-case basis. Authorization for continued services or discharge from the program must be approved by the DHHS-Mental Health Deputy Director or her/his authorized representative.
- Client or patient formally declines services or becomes ineligible.

F. Performance Measures

- CONTRACTOR shall demonstrate collaboration with COUNTY in achieving goals of reduced re-hospitalizations and placement at lowest care level possible by communicating with COUNTY on a regular basis.
- CONTRACTOR shall communicate with COUNTY on a monthly basis and as needed to coordinate plans for discharge to a lower level of care. The goal of these efforts is to move 50% of clients from higher level of care to lower level of care within 90 days.
- Contractor shall notify COUNTY Mental Health Supervising clinician and/or assigned case manager as soon as any change in status occurs with clients.
- 90% of clients will not be re-hospitalized within 30 days of admission to the facilities.

5. Reporting Requirements

CONTRACTOR shall provide COUNTY with monthly reports containing the following information in regard to the prior month. The following data may be reported via invoice or supplemental report, as needed.

Documentation of Services Rendered shall include:

- Monthly census that includes client names and number of clients served.
- Dates of Admission/Discharge
- The identity and reason of any placements accepted, denied, and/or discharged by the CONTRACTOR.
- Documentation of Services provided and location of services.
(i.e. Mental Health Services, Case Management, Enhanced Services, Increased Supervision, Independent Living Skills, Rehabilitation, Community Involvement, Medication Management, Vocational Counseling, etc.)
- Program attendance/participation and report of client activities.
- Identify if client has participated in Wellness Recovery Action Plans (WRAP)-related activities.
- Identify any clients who were admitted to a psychiatric hospital during the previous 30 days

- Identify and document the number of days any clients were placed on the most restrictive level of care

Reports shall be submitted by the 10th day of the month following the month in which services were rendered.

CONTRACTOR shall provide COUNTY with quarterly client or patient treatment plans.

CONTRACTOR shall notify COUNTY within 24 hours when a client has left the facility without authorization.

CONTRACTOR and COUNTY understand that additional reporting may be necessary on a weekly, monthly and quarterly basis.

Reports shall be submitted to:

Humboldt County Department of Health and Human Services
Mental Health - Comprehensive Community Treatment
Supervising Mental Health Clinician
720 Wood St.
Eureka, CA 95501

In the event services are provided on multiple sites, a separate report will be provided for each site / facility.

6. Licensing

CONTRACTOR shall maintain current licenses and/or certifications, as follows:

- Department of Social Services, California Department of Mental Health, California Department of Health Care Services, Community Care licensure and Certificates of Insurance to be submitted to DHHS-Mental Health Administrative Office.
- Maintain a license to operate residential care facilities in good standing and in accordance with the State licensing regulations as set forth in Title 22, Division 6, Chapters 1,2 and 3 of the California Code of Regulations;
- Non compliance with certification requirements may result in immediate de-certification of the facility.

7. Additional Provisions

CONTRACTOR will notify COUNTY of any current or anticipated difficulty in providing service, or if the services do not appear to result in the anticipated benefit to the client or patient.

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
PLACEMENT FACILITIES
FOR FISCAL YEARS 2014-2016**

EXHIBIT B

PAYMENT AGREEMENT

CONTRACTOR shall submit requests for payment monthly, for days of service provided within the Crestwood Behavioral Health Inc. facilities. Rate of compensation will be consistent with the Rate Chart and terms provided to COUNTY by CONTRACTOR, included herein.

Requests for payment shall be submitted to:

DHHS-Mental Health
Adult Behavioral Health and Recovery Services
Program Analyst
720 Wood St.
Eureka, CA 95501

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Seven Hundred Ninety-Five Thousand and One Hundred Seventy-Four (\$795,174) Dollars per fiscal year. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached.

If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

For the Eureka Adult Residential Facility (ARF) program, COUNTY shall pay CONTRACTOR the ARF rate of \$83.00 daily for any day that client or patient does not participate in authorized Day Treatment - Rehabilitation Services in lieu of the normal Day Treatment - Rehabilitation Services rate listed in the rate chart.

This applies only if the CONTRACTOR 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 refusal to participate in Day Treatment - Rehabilitation Services for 2 consecutive days, and no later than the 3rd day, so that clinical intervention may occur.

Crestwood Behavioral Health, Inc. Placement Facilities

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 3 days and CONTRACTOR agrees to reserve the bed for a maximum of 3 days.

With the exception of Institutions for Mental Disease (IMD) and Skilled Nursing Facilities (SNF), 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 3 days. COUNTY shall not pay for a reserved bed space beyond the first three 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 SNFs, applicable State regulations will be followed.

CONTRACTOR shall bill COUNTY each month for all services described in Exhibit A of this contract. CONTRACTOR shall review and submit to COUNTY, in writing, any rate changes with a frequency of not more than one (1) per quarter, as necessary.

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.

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64		BASIC	ENHANCED	TOTAL
VALLEJO	(37 BED)	185.60	17.00	202.60
		185.60	30.00	215.60
		185.60	50.00	235.60
		185.60	80.00	265.60
REDDING WELLNESS AND RECOVERY		185.60	10.00	195.60
		185.60	20.00	205.60
		185.60	40.00	225.60
		185.60	50.00	235.60

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64		BASIC	ENHANCED	TOTAL
STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE	NON MEDICAL	185.60	NEGOTIABLE 14.00	199.60
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE	NON MEDICAL	185.60	NEGOTIABLE 14.00	199.60
FREMONT GTC.	NON MEDICAL	215.26	118.00	333.26
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

MENTAL HEALTH REHAB CENTERS		BASIC	ENHANCED	TOTAL
SACRAMENTO	MHRC			198.00
	SUB ACUTE			239.00
SAN JOSE				236.00
	PREGNANT			246.00
VALLEJO	LEVEL 1			292.00
	LEVEL 2			248.00
	LEVEL 3			220.00
	LEVEL 4			207.00
ANGWIN	LEVEL 1			283.00
	LEVEL 2			226.00
	LEVEL 3			184.00
BAKERSFIELD	LEVEL 1			239.00
	LEVEL 2			530.00
EUREKA				249.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES		BASIC	ENHANCED	TOTAL
SACRAMENTO				778.68
SAN JOSE				870.00
INDIGENT				970.00
SOLANO				805.00
KERN				850.00
AMERICAN RIVER				724.22
COMMUNITY CARE CENTERS		BASIC	ENHANCED	TOTAL
BRIDGEHOUSE(EUREKA)	DAY TREATMENT			132.00
	RCFE			97.00
	ARF			83.00
	BRIDGE			160.00
OUR HOUSE				100.00
BRIDGE(KERN)				160.00
AMERICAN RIVER RESIDENTIAL				105.00
PLEASANT HILL BRIDGE				105.00
PLEASANT HILL PATHWAYS				155.00
FRESNO				160.00
VALLEJO RCFE				110.00

GEROPSYCH 65+

	BASIC	ENHANCED	TOTAL
STOCKTON		0	0.00
		20.00	20.00
		50.00	50.00
		SPECIAL	
VALLEJO		0	0.00
		20.00	20.00
		50.00	50.00
		SPECIAL	
MODESTO		0	0.00
		20.00	20.00
		50.00	50.00
		SPECIAL	
REDDING GTC		0	0.00
		20.00	20.00
		50.00	50.00
		SPECIAL	
CRESTWOOD MANOR-FREMONT		0.00	0.00
		20.00	20.00
		28.00	28.00
		50.00	50.00

FIRST AMENDMENT

AGREEMENT BY AND BETWEEN HUMBOLDT COUNTY AND CRESTWOOD BEHAVIORAL HEALTH, INC. PLACEMENT FACILITIES FOR FISCAL YEARS 2014-2016

This, the First Amendment to that certain Agreement dated July 22, 2014 by and between Crestwood Behavioral Health, Inc. , a Delaware Corporation, hereinafter referred to as "CONTRACTOR," and Humboldt County, hereinafter referred to as "COUNTY," is entered into this 28th day of April, 2015.

WHEREAS, COUNTY, through its Department of Health and Human Services – Mental Health, desired a long-term treatment program for adults with chronic mental illnesses, and who otherwise would be placed in the State Hospital or higher levels of care; and

WHEREAS, COUNTY previously entered into an agreement with Crestwood Behavioral Health, Inc. to provide said services on July 22, 2014; and

WHEREAS, the parties now desire to amend certain provisions of their July 22, 2014 agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Paragraph 7 is hereby amended to read as follows:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of One Million and Forty Thousand, One hundred Seventy-four (\$1,040,174) Dollars for fiscal year 2014-2015, and Seven Hundred Ninety-Five Thousand and One Hundred Seventy-Four (\$795,174) Dollars for fiscal year 2015-2016. COUNTY'S fiscal year is July 1 through June 30. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference. If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

2. Exhibit B – PAYMENT AGREEMENT is hereby amended. The Amended PAYMENT AGREEMENT is attached hereto as Exhibit B and shall supersede any prior versions.

3. Except as modified herein, the Agreement date July 22, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: An Humboldt, Deputy

APPROVED AS TO INSURANCE:

David J. Fuls
Risk Manager

COUNTY OF HUMBOLDT:

Stella Tennell
Chair, of the Board of Supervisors

CONTRACTOR:

[Signature]
Name
President + CEO
Title

[Signature]
Name
CONTROLLER
Title

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.

**EXHIBIT B
PAYMENT AGREEMENT**

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
PLACEMENT FACILITIES
FOR FISCAL YEARS 2014-2016**

CONTRACTOR shall submit requests for payment monthly, for days of service provided within the Crestwood Behavioral Health Inc. facilities. Rate of compensation will be consistent with the Rate Chart and terms provided to COUNTY by CONTRACTOR, included herein.

Requests for payment shall be submitted to:

DHHS-Mental Health
Adult Behavioral Health and Recovery Services
Program Analyst
720 Wood St.
Eureka, CA 95501

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If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

For the Eureka Adult Residential Facility (ARF) program, COUNTY shall pay CONTRACTOR the ARF rate of \$83.00 daily for any day that client or patient does not participate in authorized Day Treatment - Rehabilitation Services in lieu of the normal Day Treatment – Rehabilitation Services rate listed in the rate chart.

This applies only if the CONTRACTOR 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 refusal to participate in Day Treatment - Rehabilitation Services for 2 consecutive days, and no later than the 3rd day, so that clinical intervention may occur.

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 3 days and CONTRACTOR agrees to reserve the bed for a maximum of 3 days.

With the exception of Institutions for Mental Disease (IMD) and Skilled Nursing Facilities (SNF), 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 3 days. COUNTY shall not pay for a reserved bed space beyond the first three 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 SNFs, applicable State regulations will be followed.

CONTRACTOR shall bill COUNTY each month for all services described in Exhibit A of this contract. CONTRACTOR shall review and submit to COUNTY, in writing, any rate changes with a frequency of not more than one (1) per quarter, as necessary.

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.

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64		BASIC	ENHANCED	TOTAL
VALLEJO	(37 BED)	185.60	17.00	202.60
		185.60	30.00	215.60
		185.60	50.00	235.60
		185.60	80.00	265.60
REDDING WELLNESS AND RECOVERY		185.60	10.00	195.60
		185.60	20.00	205.60
		185.60	40.00	225.60
		185.60	50.00	235.60

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64		BASIC	ENHANCED	TOTAL
STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE	NON MEDI CAL	185.60	NEGOTIABLE 14.00	199.60
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE	NON MEDI CAL	185.60	NEGOTIABLE 14.00	199.60
FREMONT GTC	NON MEDI CAL	215.26	118.00	333.26
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

MENTAL HEALTH REHAB CENTERS		BASIC	ENHANCED	TOTAL
SACRAMENTO	MHRC			198.00
	SUB ACUTE			239.00
SAN JOSE				236.00
	PREGNANT			246.00
VALLEJO	LEVEL 1			292.00
	LEVEL 2			248.00
	LEVEL 3			220.00
	LEVEL 4			207.00
ANGWIN	LEVEL 1			283.00
	LEVEL 2			226.00
	LEVEL 3			184.00
BAKERSFIELD	LEVEL 1			239.00
	LEVEL 2			530.00
EUREKA				249.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES		BASIC	ENHANCED	TOTAL
SACRAMENTO				778.68
SAN JOSE				870.00
INDIGENT				970.00
SOLANO				805.00
KERN				850.00
AMERICAN RIVER				724.22
COMMUNITY CARE CENTERS		BASIC	ENHANCED	TOTAL
BRIDGEHOUSE(EUREKA)	DAY TREATMENT			132.00
	RCFE			97.00
	ARF			83.00
	BRIDGE			160.00
OUR HOUSE				100.00
BRIDGE(KERN)				160.00
AMERICAN RIVER RESIDENTIAL				105.00
PLEASANT HILL BRIDGE				105.00
PLEASANT HILL PATHWAYS				155.00
FRESNO				160.00
VALLEJO RCFE				110.00

GEROPSYCH 65+

BASIC	ENHANCED	TOTAL
	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

STOCKTON

VALLEJO

MODESTO

REDDING GTC

CRESTWOOD MANOR-FREMONT