



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-12

For the meeting of: April 26, 2016

Date: March 21, 2016

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services-Mental Health

Subject: First Amendment to the Memorandum of Understanding with Crestwood Behavioral Health, Inc. for the Time Period of June 1, 2012 through May 31, 2020

RECOMMENDATION(S):

That the Board of Supervisors:

1. Reviews and approves the first amendment to the Memorandum of Understanding (MOU) between the Department of Health and Human Services (DHHS)-Mental Health and Crestwood Behavioral Health, Inc. for the time period of June 1, 2012 through May 31, 2020;
2. Authorizes the Chairperson to execute three (3) originals of the attached amendment; and
3. Directs the Clerk of the Board to route two (2) fully executed originals of the amendment to the DHHS-Contract Unit for forwarding to DHHS- Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Centers for Medicare and Medicaid Services (CMS) requires Sempervirens, the county's Psychiatric Health Facility to have a written agreement with another institution allowing for transfer of patients in case of an emergency which renders the facility inoperable/uninhabitable.

In the event of a fire or other disaster that leaves Sempervirens inoperable for patients, all patients will be

Prepared by Diane Goldsmith Harger, MA Administrative Analyst II

CAO Approval

REVIEW:

Auditor MSM County Counsel SM Personnel _____ Risk Manager KHV Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell
Seconded by Supervisor Sundberg
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. D-7, C-4

Meeting of: April, 14, 2009, 6/26/12

Dated: April 26, 2016
Kathy Hayes, Clerk of the Board

By: [Signature]

securely transported to the locked Crestwood Behavioral Health, Inc. Eureka Facility (hereinafter referred to as "Crestwood"). In such an event, Crestwood will designate specific rooms as an emergency shelter. All Sempervirens staff will accompany patients to Crestwood.

On June 26, 2012 (item C-4), the Board approved the current MOU with Crestwood for the time period of June 1, 2012 through May 31, 2016. The Memorandum of Understanding identifies which staff members are responsible for coordinating evacuations, providing interagency training and problem resolution, conducting annual review of the evacuation procedures, and addressing any outstanding policy and procedure issues between the two agencies. DHHS-Mental Health continues to require an agreement for these transfer services. The first amendment to the MOU provides minor edits to the MOU, updates the contact list, and extends the term date of through May 31, 2020.

FINANCIAL IMPACT:

There is no direct financial impact related to execution of this first amendment to the MOU.

In the event of a disaster requiring evacuation of Sempervirens, the costs associated with evacuating and transporting patients to Crestwood would be funded through Sempervirens bed day revenues. Expenditures associated with these activities are included in the proposed FY 2016-2017 budget for Sempervirens Budget Unit 1170-495. The existing services contract with Crestwood Behavioral Health, Inc. Eureka would cover the cost of care for residents while at Crestwood Behavioral Health, Inc. Eureka.

There is no impact on the County General Fund.

The services provided under this agreement will help protect vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board Discretion

ATTACHMENTS:

1. Memorandum of Understanding with Crestwood Behavioral Health, Inc. for time period of June 1, 2012 through May 31, 2016 (1 copy)
2. First Amendment to the Memorandum of Understanding with Crestwood Behavioral Health, Inc. (3 originals)



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: June 26, 2012

Date: May 7, 2012

To: Board of Supervisors

From: Phillip R. Crandall, Director *AG for PC*
Department of Health and Human Services-Mental Health Branch

Subject: Approval of a Memorandum of Understanding with Crestwood Behavioral Health, Inc. to provide a safe, secure location in the event of a fire or disaster to evacuate patients from Sempervirens Psychiatric Health Facility

RECOMMENDATION(S):

That the Board of Supervisors:

1. Review and approve the attached Memorandum of Understanding between Humboldt County and Crestwood Behavioral Health, Inc. for Fiscal Years 2012-2013, 2013-2014, and 2015-2016; and
2. Authorize the Mental Health Branch Director of the Department of Health and Human Services to sign the attached Memorandum of Understanding.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Diane Goldsmith Harger, MA Administrative Analyst II

CAO Approval

Amey Jensen

REVIEW:	Auditor <i>WBM</i>	County Counsel <i>KR</i>	Personnel _____	Risk Manager <i>KW</i>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor

Seconded by Supervisor

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. D-7

Meeting of: April 14, 2009

Dated: _____
Kathy Hayes, Clerk of the Board

By: _____

DISCUSSION:

The Centers for Medicare and Medicaid Services (CMS) requires Sempervirens, the Psychiatric Health Facility to have a written agreement with another institution allowing for transfer of residents in case of an emergency which renders the facility inoperable.

In the event of a disaster that leaves Sempervirens inoperable for residents due to a fire or disaster, all patients will be transported by van or cage car to the locked Crestwood Behavioral Health, Inc. Eureka Facility. Crestwood will designate specific rooms as an emergency shelter. All Sempervirens staff will accompany patients to Crestwood.

The attached Memorandum of Understanding identifies staff that will be responsible for evacuation coordination, provides for interagency training and problem resolution, annual review of the evacuation procedures, and addresses any outstanding policy and procedure issues between the two agencies.

FINANCIAL IMPACT:

There is no direct financial impact related to execution of this MOU.

In the event of a disaster requiring evacuation of Sempervirens, the costs associated with evacuating and transporting residents to Crestwood would be funded through Sempervirens bed day revenues. Expenditures associated with these activities are included in proposed FY 2012-2013 budget for Sempervirens Budget Unit 1170-495. The existing services contract with Crestwood Behavioral Health, Inc. Eureka would cover the cost of care for residents while at Crestwood Behavioral Health, Inc. Eureka.

There is no impact on the County General Fund.

The services provided under this agreement will help protect vulnerable populations.

OTHER AGENCY INVOLVEMENT:

Crestwood Behavioral Health Inc. Eureka Facility

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board Discretion

ATTACHMENTS:

1. Memorandum of Understanding with Crestwood Behavioral Health, Inc.

**MEMORANDUM OF UNDERSTANDING BETWEEN
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
MENTAL HEALTH BRANCH
AND
CRESTWOOD BEHAVIORAL HEALTH, INC. FOR EMERGENCY EVACUATION
FOR FISCAL YEARS 2012-2013, 2013-2014, AND 2015-2016**

This Memorandum of Understanding is made and entered into this 2nd day of July 2012 by and between Humboldt County, a political subdivision of the State of California, through its Department of Health and Human Services-Mental Health Branch (DHHS-MHB) and Crestwood Behavioral Health, Inc. (CBH), upon the following considerations:

I. PURPOSE:

- A. To provide for the evacuation of patients from DHHS-MHB's Inpatient Psychiatric Health Facility, Sempervirens, to Crestwood Behavioral Health, Inc. (CBH) in Eureka, California in the event of a known fire or disaster, or as ordered by the Fire Marshall or the Mental Health Branch Director/Designee.
- B. To ensure the safety and well-being of patients and staff in the event of a fire pursuant to California Code of Regulations, Title 22, section 77129.

II. STAFF LIAISONS:

- A. DHHS-MHB and CBH will identify their respective staff members responsible for coordinating an evacuation of Sempervirens Psychiatric Health Facility to CBH.
- B. Staff liaisons at the two agencies will have the primary responsibility of coordinating an evacuation between the two agencies. Staff liaisons are listed in Exhibit A, attached hereto and incorporated by reference.

III. EVACUATION PLAN FOR SEMPERVIRENS PSYCHIATRIC HEALTH FACILITY TO CBH:

Evacuation of Sempervirens patients to CBH will be carried out as described in DHHS-MHB's Clark Complex Emergency Action Plan.

IV. INTERAGENCY TRAINING:

To assure that staff are trained in the procedures for evacuation of Sempervirens Psychiatric Health Facility to CHB:

- A. DHHS-MHB and CBH agree to provide at least one joint training per year for their combined staff and other trainings as mutually agreed upon. These trainings may include, but are not limited to, the following:
 - 1. Evacuation procedures
 - 2. Agency roles and responsibilities

V. PATIENT SERVICES AFTER EVACUATION:

This MOU only applies to the actual evacuation of patients to CBH. Any services or housing provided by CBH to evacuated patients will be pursuant to a separate agreement between DHHS-MHB and CBH.

VI. PROBLEM RESOLUTION:

To assure a well defined and multi-level Problem Resolution Process, DHHS-MHB and CBH will utilize the following procedures if a dispute arises:

- A. **Level 1:** The appropriate CBH unit supervisors and DHHS-MHB Senior Program Manager-24 Hour Services will meet when case coordinators can not resolve issues that require problem resolution.
- B. **Level 2:** The identified CBH Administrative/Program Liaison and the DHHS-MHB Deputy Director will meet to resolve those issues not resolved at Level 1.
- C. **Level 3:** DHHS-MHB/CBH Agency Directors agree to meet or confer when the Level One and Two processes do not resolve problems and/or issues.
- D. **Level 4:** Upon consensus from both DHHS-MHB and CBH Directors, State level guidance or technical assistance will be sought from the California Department of Mental Health.

VII. ANNUAL REVIEW:

The Director of DHHS-MHB and the President/CEO of CBH or their staff liaisons agree to meet no less than annually to:

- A. Review the procedures for evacuation of Sempervirens Psychiatric Health Facility to CBH.
- B. Address any outstanding policy and procedure issues between the two agencies.
- C. Establish the direction and priorities for ongoing collaborative efforts between the two agencies.

VIII. AMENDMENT:

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

IX. TERM:

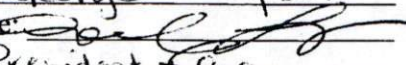
This MOU will remain in effect from June 1, 2012 to May 31, 2016.

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

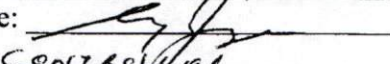
Asha George, Ph.D. Director
Department of Health and Human Services
Mental Health Branch

Date: _____

Pursuant to authority granted by the Board of Supervisors on June 26, 2012

Name: George C Lytal
Signature: 
Title: President & CEO
Crestwood Behavioral Health, Inc.

Date: 6/5/2012

Name: GARY ZAYEN
Signature: 
Title: Contractor
Crestwood Behavioral Health, Inc.

Date: 6/5/12

EXHIBIT A

Agency Liaisons

DHHS- MHB

Mental Health Branch Staff Liaison: Jet DeKruse Senior Program Manager 24 Hour Services
Phone: 268-2967

Mental Health Branch Director: Asha George, Ph.D.
Phone: 268-2990

Psychiatric Emergency Services: Request a telephone call from the Administrator On-call
Phone: 445-7715

CRESTWOOD BEHAVIORAL HEALTH

CBH: Staff Liaison: Jennifer Chaffin-Kinee Program Manager
Phone: 442-5721 extension ~~21~~ 11051

CBH Director: Nancy Soncrant Administrator
Phone: 442-5721 Cell: 845-4223

CBH President/ CEO George Lytal
Phone: 1-916-471-2244

**FIRST AMENDMENT
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR FISCAL YEARS 2011-2012 THROUGH 2019-2020**

This First Amendment to the Memorandum of Understanding for emergency evacuation services dated July 2, 2012, 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 26th day of April, 2016.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health ("DHHS – Mental Health"), desired to provide for the evacuation of patients from the COUNTY's Inpatient Psychiatric Health Facility in the event of a fire or natural disaster or as otherwise ordered by the Fire Marshall or the DHHS – Mental Health Director; and

WHEREAS, on July 2, 2012, COUNTY and CONTRACTOR entered into a Memorandum of Understanding regarding the provision of such emergency evacuation services; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding dated July 2, 2012 to extend the termination date and update the contact list set forth in Exhibit A – Agency Liaisons.

NOW THEREFORE, the parties mutually agree as follows:

1. Section IX – TERM is hereby amended to read as follows:

The term of this MOU shall begin on June 1, 2012 and shall remain in full force and effect until May 31, 2020.

2. The Memorandum of Understanding dated July 2, 2012 is hereby amended to delete Exhibit A – Agency Liaisons ("Exhibit A"), and replace it in its entirety with a modified version of Exhibit A which is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof.
3. Except as modified herein, the Memorandum of Understanding dated July 2, 2012 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Memorandum of Understanding, 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: 3/29/16

Name: George C. Lytal

Title: President + CEO

By: 

Date: 3/29/16

Name: GARY ZABAN

Title: CONTROLLER

COUNTY OF HUMBOLDT:

By: 

Date: 4-26-16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 4/11/16

LIST OF EXHIBITS:

Exhibit A - Agency Liaisons

**EXHIBIT A
AGENCY LIAISONS
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020**

COUNTY OF HUMBOLDT:

Mental Health Branch Staff Liaison: Jet DeKruse Senior Program Manager 24 Hour Services
Phone: 268-2967

Mental Health Director: Asha George, Ph.D.
Phone: 268-2990

Crisis Stabilization Unit: Request a telephone call from the Administrator On-call
Phone: 445-7715

CRESTWOOD BEHAVIORAL HEALTH, INC.:

CBH Staff Liaison: Matthew Clementz
Phone: 442-5721 ext. 11051

CBH Director: Robert Pitts Campus Administrator
Phone: 442-5721 ext. 11060
Cell: 707-382-8018

CBH President/CEO: George Lytal
Phone: 1-916-471-2244