

AGREEMENT FOR SERVICES 251-157-M-E2010
AMENDMENT II

This Amendment II to that Agreement for Services # 251-157- M-E2010, made and entered into by and between the County of El Dorado, 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).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide long-term twenty-four (24) hour program and facilities for mentally ill adults on an “as requested” basis for the County of El Dorado Health Services Department, Mental Health Division in accordance with Agreement for Services #251-157-M-E2010, effective July 1, 2010, dated July 27, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department been reorganized and is now known as the Health Services, a department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend *Article I- Scope of Services*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III - Compensation*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XVI – Notice to Parties*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XXV - Administrator*; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit A (Amended) “Program Description”* of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit B (Amended), “Billing Rate Schedule,”* of said Agreement;

WHEREAS, the parties hereto have mutually agreed to add *Exhibit C, “Negotiated Rate Agreement”* of said Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #251-157-M-E2010 shall be amended a second time as follows:

- 1) All references to the Health Services Department of "HSD" shall mean Health Services, a department of the Health and Human Services Agency.
- 2) Article I, Scope of Services, shall be amended in its entirety to read as follows:

Article I. SCOPE OF SERVICES

CONTRACTOR agrees to furnish licensed facilities, personnel and services necessary to provide long-term 24 hour programs and facilities for clients on an "as requested" basis for the Health and Human Services Agency, Mental Health Division. CONTRACTOR agrees to comply with all applicable provisions of Title 9 of the California Code of Regulations (CCR).

CONTRACTOR'S responsibilities shall include, but shall not be limited to services set forth in Exhibit "A" (Amendment II), marked Program Description – Crestwood Behavioral Health, Inc., incorporated herein and made by reference a part hereof.

- 3) Article III, Compensation for Services shall be amended in its entirety to read as follows:

Article III. COMPENSATION FOR SERVICES

Section 3.01 Compensation for services provided under this Agreement shall not exceed \$1,025,000.

Section 3.02 CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where CONTRACTOR obtains written approval from COUNTY Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which CONTRACTOR provides services in accordance with ARTICLE I, "Scope of Services."

Section 3.03 For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY'S receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "B (Amendment II)," marked "Billing Rate Schedule," incorporated herein and made part by reference hereof. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive, except for bed hold days that may be authorized by COUNTY as detailed in Exhibit A, Section VI. Each claim shall describe: a) units of service by individual client served, b) dates of service detail for each client, and c) facility at which services were provided.

County may authorize specialized services for specific clients at the Negotiated Rates listed on "Exhibit B (Amendment II)" attached hereto and incorporated by reference herein. Said services require written preauthorization in accordance with "Exhibit C" and must be signed by the Health and Human Services Director, or designee.

Section 3.04 It is expressly understood and agreed between the parties hereto that the COUNTY shall make no payment for COUNTY-responsible clients and have no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by COUNTY in accordance with Exhibit "A" (Amendment II), Section II, Prior Authorization. It is further agreed that COUNTY shall make no payments for services unless CONTRACTOR has provided COUNTY with evidence of insurance coverage as outlined in ARTICLE XVIII hereof. COUNTY may provide retroactive authorization when special circumstances exist, as determined by the Director or the Director's designee, based upon CONTRACTOR'S written request.

Section 3.05 It is understood that any payments received from COUNTY for services rendered under this Agreement shall be considered as payment in full and CONTRACTOR cannot look to any other source for reimbursement for the units of service provided under this Agreement, except with specific authorization from the Health and Human Services Agency Director.

- 4) Article XVI, Notice to Parties shall be amended in its entirety to read as follows:

Article XVI. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
935-B SPRING STREET
PLACERVILLE, CA 95667
ATTN: ROBERT EVANS, PROGRAM MANAGER, MENTAL HEALTH DIVISON**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

**CRESTWOOD BEHAVIORAL HEALTH, INC.
7590 SHORELINE DRIVE
STOCKTON, CA 95219
ATTN: GEORGE LYTAL, PRESIDENT AND CHIEF EXECUTIVE OFFICER**

or to such other location as the CONTRACTOR directs.

- 5) Article XXV – Administrator shall be amended in its entirety to read as follows:

Article XXV. ADMINISTRATOR

The County Officer or employee with responsibility for administrating this Agreement is Robert Evans, Program Manager, Health and Human Services Agency, Mental Health Division, or successor.

- 6) **Exhibit A – (Amended) “Program Description,”** shall be replaced in its entirety by Exhibit A (Amendment II) –“Program Description,” attached hereto and incorporated by reference herein.
- 7) **Exhibit B (Amended) – “Billing Rate Schedule”** shall be replaced in its entirety by Exhibit B (Amendment II) “Billing Rate Schedule” attached hereto and incorporated by reference herein.

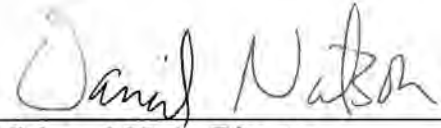
Except as herein amended, all other parts and sections of that Agreement #251-157-M-E2010 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE;

By: 
 Robert Evans, Mental Health Program Manager

Dated: 5/3/12

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
 Daniel Nielson, M.P.A., Director
 Health and Human Services Agency

Dated: 6-1-2012

//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #251-157-M-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Dated: _____

ATTEST:
Terri Daly
Acting Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.
A DELAWARE CORPORATION

By: 
George C. Lytal,
President and Chief Executive Officer
CONTRACTOR

Dated: 6/11/12



By: 
Gary L. Zeyen
Controller
kgj/dao

Dated: 6/11/12

**EXHIBIT "A" (Amendment II)
PROGRAM DESCRIPTION
CRESTWOOD BEHAVIORAL HEALTH, INC.**

CONTRACTOR agrees to provide County of El Dorado Health and Human Services Agency, Mental Health Division with twenty-four (24) hour programs and facilities for mentally disabled adults ages eighteen (18) and older pursuant to Welfare and Institutions Code, Division 5, commencing with Section 5000; Penal Code 1370.01; Title 22 of the California Code of Regulations, Sections 72443-72475; State Department of Mental Health, or other appropriate State agencies, Policies and Directives; and other applicable statutes and regulations. Each of CONTRACTOR's facilities are licensed and/or certified as shown in Exhibit "B" (Amendment II) as a Skilled Nursing Facility/Special Treatment Program (SNF/STP), Mental Health Rehabilitation Center (MHRC), or as a Community Care Center (CCC), .

I. DEDICATED CAPACITY

CONTRACTOR will provide services to COUNTY's clients at any or all of the following facilities as authorized pursuant to Section II, Prior Authorization, below.

Facility Name and Address	Facility Type		Facility Type
Crestwood Manor – Stockton 1130 Monaco Court Stockton, CA 95207	SNF/STP Non-IMD	Crestwood Treatment Center 2171 Mowry Avenue Fremont, CA 94538	SNF
Crestwood Center 2600 Stockton Boulevard Sacramento, CA 95817	MHRC	Crestwood Wellness & Recovery Center 3062 Churn Creek Road Redding, CA 96002	SNF/STP IMD
Crestwood Center 1425 Fruitdale Avenue San Jose, CA 95128	MHRC	Crestwood Manor 4303 Stevenson Boulevard Fremont, CA 94538	SNF/STP Non-IMD
Crestwood BHC 2370 Buhne Street Eureka, CA 95501	MHRC	Bridge House 2370 Buhne Street Eureka, CA 95501	ARF
Crestwood Manor 115 Oddstad Drive Vallejo, CA 94589	SNF/STP IMD	Our House 2201 Tuolumne Street Vallejo, CA 94589	ARF
Crestwood Manor 1400 Celeste Drive Modesto, CA 95355	SNF/STP Non-IMD	Crestwood BHC 6700 Eucalyptus Drive, Ste. A Bakersfield, CA 93306	MHRC
Crestwood Center at Napa Valley 295 Pine Breeze Drive Angwin, CA 94508	MHRC	Courtyard Community 2370 Buhne Street Eureka, CA 95501	RCFE* Residential Care for the Elderly

Facility Name and Address	Facility Type		Facility Type
Bridge Program-Bakersfield 6744 Eucalyptus Drive Bakersfield, CA 93306	Soc. Rehab	Crestwood Recovery & Rehabilitation Center 115 Oddstad Drive Vallejo, CA 94589	MHRC
American River Residential Svs. 4741 Engle Road Carmichael, CA 95608	Soc. Rehab	Crestwood Psychiatric Health 6700 Eucalyptus Drive, Suite B Bakersfield, CA 93306	PHF
Bridge Program-Pleasant Hill 550 Patterson Blvd. Pleasant Hill, CA 94523	ARF	The Pathway 550 Patterson Blvd. Pleasant Hill, CA 94523	Soc. Rehab
Bridge Program - Fresno 153 North "U" Street Fresno, CA 93701	Soc. Rehab	Crestwood Hope Center 115 Oddstad Drive Vallejo, CA 94589	RCFE* Residential Care for the Elderly
Crestwood Psychiatric Health 4741 Engle Road Sacramento, CA 95608	PHF	Crestwood Santa Clara PHF 1425 Fruitdale Avenue San Jose, CA 95128	PHF
PHF #2 Bakersfield 6700 Eucalyptus Drive, Suite C Bakersfield, CA 93306	PHF	Crestwood Fresno – PHF 4411 East Kings Canyon Road Fresno, CA 93702	PHF

II. PRIOR AUTHORIZATION

Verbal authorization must be obtained from the COUNTY Contract Administrator or designee before admitting a client under the terms of this Agreement. This authorization will include the agreed upon Service Level, and corresponding Day Rate Services and Enhanced Services Day Rate for that Level, per Exhibit B (Amendment II) Billing Rate Schedule. Written authorization, including the agreed upon Service Level and corresponding rates, must be obtained from COUNTY within five (5) business days of the date of admission. In addition, any change to the Service Level and corresponding rates during the course of placement must have prior written authorization from the COUNTY Contract Administrator or designee.

COUNTY shall provide a letter of authorization for payment to CONTRACTOR as specified in Exhibit A, Attachment I, Authorization Statement, incorporated herein and made by reference a part hereof.

III. LICENSING AND CERTIFICATION

Each facility referenced in this Agreement shall meet the licensing and certification requirements as follows:

- SNF with STP – requires both an SNF State license with California Department of Public Health and an STP certification from California Department of Mental Health or other appropriate State agencies

- MHRC – State license with California Department of Mental Health or other appropriate State agencies
- Community Care Center – State license with California Department of Social Services

IV. LEVELS OF SERVICE

Daily Rate Services, for all Service Levels identified in Exhibit “B” (Amendment II), consist of usual and customary care and services required by the facility’s certifying and/or licensing agency. It is further agreed by the CONTRACTOR that Daily Rate Services at all facilities include reasonable access to required medical treatment, up to date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming.

Enhanced Services, corresponding to the various Service Levels identified in Exhibit “B” (Amended), consist of specialized and/or more intensive program services that may be clinically necessary for County’s clients and which are not included in the facility’s Daily Rate Services. Enhanced Services may include increased levels of supervision. They may also include specialized medical services, such as those provided by a psychiatrist, which are not included in that facility’s rate. Daily Rate Services must be authorized by COUNTY as described in Section II, Prior Authorization, above.

Negotiated Rate Services is an additional service level negotiated between the CONTRACTOR and COUNTY over and above the basic and enhanced services rates for those clients who require additional services not otherwise covered.

V. BED HOLD DAYS

For the purpose of this Agreement, the term “Bed Hold Day” refers to any day that a bed is held vacant for a Client who is temporarily absent from a facility. This may be for reasons such as a home visit or brief admission to an acute care hospital. CONTRACTOR must notify COUNTY Contract Administrator or designee, who may approve Bed Hold Days of no more than seven (7) consecutive days per client, per incident of temporary absence. The bed hold rate will be as listed in Exhibit “B” (Amendment II).

Exhibit A (Amendment II), Attachment I
EL DORADO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
Mental Health Division

AUTHORIZATION STATEMENT

Services rendered to the client identified below as requested herein have been authorized by the Health and Human Services Agency Mental Health Division in accordance with the conditions of Agreement for Services #251-157-M-E2010.

Date: ____/____/____

Client: _____ D.O.B: ____/____/____

Address: _____ City: _____ State: _____ Zip: _____

AUTHORIZED SIGNATURE:

I attest to the fact that I am an employee of the County and as such am duly authorized to execute this document.

Signature: _____ Date: ____/____/____

Exhibit B (Amendment II)
Billing Rate Schedule

Facility	Address	# of Beds	Type	Ages	Levels	Rates 7/1/2011 - 6/30/2012			Rates : 7/1/2012-6/30/2013			
						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	
Crestwood Manor (Stockton)	1130 Monaco, Stockton, CA 95207	190	SNF/STP Non-IMD		1	0.00	25.00	25.00	0.00	30.00	30.00	
					2	0.00	27.00	27.00	0.00	32.00	32.00	
					3	0.00	30.00	30.00	0.00	50.00	50.00	
					4	0.00	50.00	50.00	0.00	75.00	75.00	
					5	0.00	75.00	75.00	0.00		0.00	
						Non-Medi-Cal	164.09	14.00	178.09	171.80	14.00	185.80
	Negotiated Rate Not-to-Exceed		100.00	100.00		100.00	100.00					
Crestwood Center (Sacramento)	2600 Stockton Blvd., Sacramento , CA 95817	99	MHRC		MHRC			174.00	0.00	182.00	182.00	
					Sub Acute			211.00	0.00	221.00	221.00	
Crestwood Center (San Jose)	1425 Fruitdale Avenue, San Jose, CA 95128	173	MHRC Pregnant		1			208.00	0.00	218.00	218.00	
					2			217.00	0.00	227.00	227.00	
Crestwood BHC (Eureka)	2370 Buhne Street, Eureka, CA 95501 Adding services after 7/1/12 Adding services after 7/1/12		MHRC SNF Non-IMD		1			220.00	0.00	230.00	230.00	
					1				0.00	50.00	50.00	
					2				0.00	100.00	100.00	
					3				0.00	130.00	130.00	
					4				171.80	50.00	221.80	
					5				171.80	100.00	271.80	
					6				171.80	130.00	301.80	
Crestwood Manor (Vallejo)	115 Oddstad Drive, Vallejo, CA 94590	37	SNF/STP IMD	18-64 18-64 18-64 18-64	1	164.09	17.00	181.09	171.80	17.00	188.80	
					2	164.09	30.00	194.09	171.80	30.00	201.80	
					3	164.09	50.00	214.09	171.80	50.00	221.80	
					4	164.09	80.00	244.09	171.80	80.00	251.80	
Crestwood Manor (Modesto)	1400 Celeste Drive, Modesto, CA 95355	184	SNF/STP Non-IMD		1	0.00	25.00	25.00	0.00	30.00	30.00	
					2	0.00	27.00	27.00	0.00	32.00	32.00	
					3	0.00	30.00	30.00	0.00	50.00	50.00	
					4	0.00	50.00	50.00	0.00	75.00	75.00	
					5	0.00	75.00	75.00			0.00	
						Non-Medi-Cal	164.09	14.00	178.09	171.80	14.00	185.80
						Negotiated Rate Not-to-Exceed		100.00	100.00		100.00	100.00

Exhibit B (Amendment II)
Billing Rate Schedule

Facility	Address	# of Beds	Type	Ages	Levels	Rates 7/1/2011 - 6/30/2012			Rates : 7/1/2012-6/30/2013			
Crestwood BHC	6700 Eucalyptus Drive, Suite A, Bakersfield, CA 93306	64	MHRC		1		211.00		0.00	221.00	221.00	
					2		467.00		0.00	489.00	489.00	
Crestwood Center at Napa Valley	295 Pine Breeze Drive, Angwin, CA 94508	54	MHRC		1		249.00		0.00	261.00	261.00	
					2		199.00		0.00	208.00	208.00	
					3		162.00		0.00	170.00	170.00	
Crestwood Treatment Center	2127 Mowry, Fremont, CA 94538	66	SNF									
						190.23	118.00	308.23	199.20	118.00	317.20	
					Neuro-Behav Conversion		118.00	118.00	0.00	118.00	118.00	
						257.34				257.34		
Crestwood Wellness and Recovery Center (Redding)	3052 Churn Creek Road, Redding, CA 9602	99	SNF/STP IMD	18-64	1		164.09	10.00	174.09	171.80	10.00	181.80
					2		164.09	20.00	184.09	171.80	20.00	191.80
					3		164.09	40.00	204.09	171.80	40.00	211.80
					4		164.09	50.00	214.09	171.80	50.00	221.80
					1		0.00	0.00	0.00	0.00	0.00	0.00
					2		0.00	20.00	20.00	0.00	20.00	20.00
					3		0.00	50.00	50.00	0.00	50.00	50.00
Crestwood Manor (Fremont)	4303 Stevenson Boulevard, Fremont, CA 94538	126	SNF/STP, Non-IMD		1			28.00	28.00	0.00	28.00	28.00
					2			50.00	50.00	0.00	50.00	50.00
					3			80.00	80.00	0.00	80.00	80.00
					4			118.00	118.00	0.00	118.00	118.00
Bridge House	2370 Buhne Street, Eureka, CA 95501	24	ARF RCFE				75.00				75.00	
							88.00				88.00	
Our House	2201 Tuolumne Street, Vallejo, CA 94589	78	ARF				100.00				100.00	
Bridge Program-Bakersfield	6744 Eucalyptus Drive,, Bakersfield, CA 93306	15	Soc. Rehab				160.00				160.00	
American River Residential Svs.	4741 Engle Road, Carmichael, CA 95608	28	Soc. Rehab				89.00				100.00	

Exhibit B (Amendment II)
Billing Rate Schedule

Facility	Address	# of Beds	Type	Ages	Levels	Rates 7/1/2011 - 6/30/2012			Rates : 7/1/2012-6/30/2013		
						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
Crestwood Recovery & Rehabilitation Center	115 Oddstad Drive, Vallejo, CA 94589	60	MHRC		1			257.00			269.00
					2			219.00			229.00
					3			194.00			203.00
					4			182.00			191.00
Bridge Program-Pleasant Hill	550 Patterson Blvd., Pleasant Hill, CA 94523	64	ARF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								100.00			100.00
The Pathway	550 Patterson Blvd., Pleasant Hill, CA 94523	16	Soc. Rehab			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								155.00			155.00
Bridge Program - Fresno	153 North "U" Street, Fresno, CA 93701	15	Soc. Rehab			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								160.00			160.00
Courtyard Community	2370 Buhne Street, Eureka, CA 95501		RCFE*			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								88.00			88.00
Crestwood Hope Center	115 Oddstad Drive, Vallejo 94589	24	RCFE*			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								100.00			100.00
Crestwood Psychiatric Health	4741 Engle Road, Carmichael, CA 95608	12	PHF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								700.00			756.00
PHF #2 Bakersfield	6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	16	PHF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								850.00			850.00
Crestwood Fresno – PHF	4411 East Kings Canyon Road, Fresno, CA 93702	16	PHF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
											0.00
Crestwood Santa Clara PHF	1425 Fruitdale Avenue, San Jose, CA 95128	16	PHF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								850.00			850.00
								950.00			950.00
Crestwood Psychiatric Health	6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	14	PHF		Indigent	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
								750.00			750.00

Legend:

ARF = Adult Residential Facility
 IMD = Institution for Mental Disease
 MHRC = Mental Health Rehabilitation Center
 PHF = Psychiatric Health Facility
 RCFE = Residential Facility for the Elderly

SNF / STP = Skilled Nursing Facility with Special Treatment Programs
 SNF = Skilled Nursing Facility
 Soc. Rehab = Social Rehabilitation Facility

Crestwood Behavioral Health SPECIALIZED SERVICE AGREEMENT

Pursuant to Section 3.03 of Amendment II

Facility Name: _____
Resident/Consumer Name: _____
SSN: _____
County: <u>County of El Dorado</u>
Effective Date: _____
Negotiated Rate [see Exhibit B (Amendment II)]: \$ _____
Special Instructions: _____

Name Facility Representative (please print) _____

Title: (please print) _____

Signature Facility Representative: _____ Date: _____

I hereby certify that I (County Representative) have the authority to approve the specialized services and payment thereof for the beneficiary indicated within this Agreement. This agreement shall not constitute a novation, extinguishment or satisfaction of the remaining obligations existing under the original Agreement. With the exception of the above specialized services, all the provisions of the original Agreement and any amendments thereto shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name of County Representative (please print): _____

Title (please print): _____

Signature County Representative: _____ Date: _____

Send copies to: County Health and Human Services Agency, MHD Fiscal Unit