

AGREEMENT FOR SERVICES #251-157-M-E2010  
AMENDMENT I

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This Amendment I 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).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide long-term twenty-four (24) hour programs 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, incorporated herein and made by reference a part hereof; 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 for Services*; 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 and replace *Exhibit A, "Program Description,"* of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit B, "Billing Rate Schedule,"* of said Agreement;

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

1) 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 Services Department, 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 not be limited to, services set forth in Exhibit "A" (Amended), marked "Program Description," incorporated herein and made by reference a part hereof.

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

**Article III. COMPENSATION FOR SERVICES**

Section 3.01 The total amount of 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 Services 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," 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.

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" (Amended), 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 Health Services Director or the Director's designee, based upon CONTRACTOR'S written request.

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 Services Director.

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

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 SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: DANIEL NIELSON, MPA, ACTING DIRECTOR

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 C. LYTAL, PRESIDENT AND CHIEF EXECUTIVE OFFICER

or to such other location as the CONTRACTOR directs.

4) Exhibit A – “Institute for Mental Diseases (IMD) Program Description” shall be replaced in its entirety by Exhibit A (Amended) “Program Description” attached hereto and incorporated by reference herein.

5) Exhibit B – “Billing Rate Schedule” shall be replaced in its entirety by Exhibit B (Amended) “Billing Rate Schedule” attached hereto and incorporated by reference herein.



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

--COUNTY OF EL DORADO--

By: \_\_\_\_\_

Raymond J. Nutting  
Chair, Board of Supervisors  
"COUNTY"

Dated: \_\_\_\_\_

Attest: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

\_\_\_\_\_

Deputy

Dated: \_\_\_\_\_

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.  
A DELAWARE CORPORATION

By: \_\_\_\_\_

Gary L. Zeyen  
Controller  
"CONTRACTOR"

Dated: 10/24/11

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

CONTRACTOR agrees to provide County of El Dorado Health Services Department, 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" (Amended) as either 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.

Crestwood Manor – Modesto  
1400 Celeste Drive  
Modesto, CA 95355

Crestwood Behavioral Health Center – Solano  
2201 Tuolomne Street  
Vallejo, CA 94589

Crestwood Manor – Stockton  
1130 Monaco Court  
Stockton, CA 95207

Crestwood Behavioral Health Center  
(Bakersfield)  
6600 Eucalyptus Drive  
Bakersfield, CA 93306

Crestwood Behavioral Health Center – Eureka  
2370 Buhne Street  
Eureka, CA 95501

American River Residential Services  
4741 Engle Road  
Carmichael, CA 95608

Crestwood Geriatric Treatment Center  
(Redding)  
3062 Churn Creek Road  
Redding, CA 96602

Crestwood Geriatric Treatment Center  
2127 Mowry  
Fremont, CA 94538

Crestwood Manor – Sacramento  
2600 Stockton Blvd.  
Sacramento, CA 95817

Crestwood Center at Napa Valley  
295 Pine Breeze Drive  
Angwin, CA 94508

Crestwood Manor – San Jose  
1425 Fruitdale Avenue  
San Jose, CA 95128

Crestwood Manor – Fremont  
4303 Stevenson Blvd.  
Fremont, CA 94538

## **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 Basic Day Rate and Enhanced Services Day Rate for that Level, per Exhibit "B" (Amended) 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.

## **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. BASIC SERVICES**

Basic Services, for all Service Levels identified in Exhibit "B" (Amended), 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 Basic 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.

## **V. ENHANCED SERVICES**

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 Basic 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

Basic Services. Service levels must be authorized by COUNTY as described in Section II, Prior Authorization, above.

## **VI. 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" (Amended).

**Exhibit B (Amended)**  
**Billing Rate Schedule**  
**Crestwood Behavioral Health Inc**  
**Contract Period 7/1/10 to 6/30/13**

Age	Facility	Service Level	Basic Service Day Rate	Enhanced Service Day Rate	Total	Rate Reduction for Bed Hold	Total Bed Hold Rate
<b>Skilled Nursing Facility (SNF) - State License with CA Dept of Public Health and Specialty Treatment Program (STP)</b> <b>Certification from CA Dept of Mental Health</b> <b>Locked Facilities - Subject to IMD Exclusion</b>							
18-64	Redding - Geriatric Treatment Center (GTC)	1	164.09	10.00	174.09	(5.54)	168.55
		2	164.09	20.00	184.09	(5.54)	178.55
		3	164.09	40.00	204.09	(5.54)	198.55
		4	164.09	50.00	214.09	(5.54)	208.55
65+	Redding - Geriatric Treatment Center (GTC)	1	-	-	-	-	-
		2	-	20.00	20.00	-	20.00
		3	-	50.00	50.00	-	50.00

**Exhibit B (Amended)  
Billing Rate Schedule  
Crestwood Behavioral Health Inc  
Contract Period 7/1/10 to 6/30/13**

Age	Facility	Service Level	Basic Service Day Rate	Enhanced Service Day Rate	Total	Rate Reduction for Bed Hold	Total Bed Hold Rate
<b>Skilled Nursing Facility (SNF) - State License with CA Dept of Public Health and Specialty Treatment Program (STP) Certification from CA Dept of Mental Health</b>							
<b>Locked Facility Not Subject to IMD Exclusion due to ratio of non Mental Health Clients in Facility</b>							
18-64	<b>Stockton</b>	1	-	25.00	25.00	N/A	N/A
		2	-	27.00	27.00	N/A	N/A
65+	<b>Stockton</b>	1	-	-	-	-	-
		2	-	20.00	20.00	N/A	N/A
		3	-	50.00	50.00	N/A	N/A
18-64	<b>Modesto</b>	1	-	25.00	25.00	N/A	N/A
		2	-	27.00	27.00	N/A	N/A
65+	<b>Modesto</b>	1	-	-	-	-	-
		2	-	20.00	20.00	N/A	N/A
		3	-	50.00	50.00	N/A	N/A

**Exhibit B (Amended)**  
**Billing Rate Schedule**  
**Crestwood Behavioral Health Inc**  
**Contract Period 7/1/10 to 6/30/13**

Age	Facility	Service Level	Basic Service Day Rate	Enhanced Service Day Rate	Total	Rate Reduction for Bed Hold	Total Bed Hold Rate
<b>Mental Health Rehabilitation Centers (MHRC) - State license with CA Dept of Mental Health</b> <b>Locked Facilities - Subject to IMD Exclusion</b>							
		1	174.00	-	174.00	N/A	N/A
		2	211.00	-	211.00	N/A	N/A
		Sub Acute					

Sacramento

**Exhibit B (Amended)**  
**Billing Rate Schedule**  
**Crestwood Behavioral Health Inc**  
**Contract Period 7/1/10 to 6/30/13**

Age	Facility	Service Level	Basic Service Day Rate	Enhanced Service Day Rate	Total	Rate Reduction for Bed Hold	Total Bed Hold Rate
	Community Care Centers - State license with CA Dept of Social Services Unlocked Facilities - Not Subject to the IMD Exclusion	1	-	89.00	89.00	N/A	N/A
	American River Residential Services				89.00	N/A	N/A