

ORIGINAL

AGREEMENT FOR SERVICES #25 (010-S1711) AMENDMENT III

This Amendment III to that Agreement for Services #25 (010-S1711), 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, duly qualified to conduct business in the State of California, whose principal place of business is 520 Capitol Mall, Suite 800, Sacramento, CA 95814; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide long-term, twenty-four (24) hour programs and facilities for mentally ill adults (hereinafter referred to as "Client" or "Clients") for the Health and Human Services Agency (HHS) in accordance with Agreement for Services #25 (010- S1711), dated May 17, 2016; Amendment I to that Agreement dated September 16, 2016, and Amendment II, dated May 23, 2017, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the Agreement by two (2) additional years, hereby amending **Article II – Term**; and

WHEREAS, the parties hereto have mutually agreed to update "Rates" language in accordance with Welfare and Institutions Code Section 5912 pertaining to Institutions for Mental Disease (IMD) of said Agreement, hereby amending **Article III – Compensation for Services** and to amend and replace **Exhibit B**; and

WHEREAS, the parties hereto have mutually agreed to increase the total compensation amount by \$3,300,000.00, hereby amending **Article IV – Maximum Obligation**.

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XV Insurance** and add **ARTICLE XXXI Counterparts**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #25 (010-S1711) shall be amended a third time as follows:

Articles II, III, IV, XV, and Exhibit B are amended in their entirety to read as follows:

ARTICLE II

Term: This Amendment shall become effective upon final execution by both parties hereto and shall extend the expiration date to June 30, 2021, unless terminated earlier pursuant to provisions the Articles herein titled “Fiscal Consideration” and “Default, Termination and Cancellation.”

ARTICLE III

Compensation for Services:

A. Rates: In accordance with Welfare and Institutions Code Section 5912, as amended by Assembly Bill 1054, as follows:

(a) “As long as contracts require institutions for mental disease to continue to be licensed and certified as skilled nursing facilities by the State Department of Public Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services (DHCS). Effective July 1, 2014, the reimbursement rate for institutions for mental disease shall increase by 3.5 percent annually.

(b) It is the intent of the Legislature that the annual rate increases provided in subdivision (a) be utilized by the institutions for mental disease to meet direct service costs and, to the extent possible, improve the quality of care rendered to residents in the facilities.

(c) Notwithstanding subdivision (a), beginning July 1, 2017, in any year that the Mental Health Subaccount of the Local Revenue Fund does not receive full vehicle license fee growth funds from the General Growth Subaccount in the Vehicle License Fee Growth Account pursuant to Section 1706 and subdivisions (a) and (b) of Section 17606.20, the reimbursement rate for services in institutions for mental disease that are licensed and certified as skilled nursing facilities shall be the same as the rates in effect the prior year.¹”

Rates will be effective annually, on July 1, at the percentage increase established by the DHCS, subject to WIC Section 5912 as cited herein above. Notice of rate changes shall be submitted, in writing, to the address noted in the Article titled, “Notice to Parties.” Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado’s Health and Human Services Agency’s (HHSA) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

Rates for services provided pursuant to this Agreement shall be in accordance with Exhibit B – Amendment III, marked “Crestwood Behavioral Health, Inc. Billing Rate Schedule,” attached hereto and incorporated by reference herein.

¹ (Amended by Stats. 2017, Ch. 25, Sec. 20 (SB 90) Effective June 27, 2017)
(DDP)

- B. It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the Health and Human Services Agency Director, or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in the Article titled "Insurance" hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.
- C. For Clients who receive Supplemental Security Income (SSI) benefits or have sufficient alternative income, Client/Client's payee may be required to pay a residential share of cost to Contractor. For Clients who do not receive SSI benefits and do not have other income, County may be required to pay the residential share of cost until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.
- D. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit A). Bed holds shall be paid at the same rate (may be adjusted by Contractor for meals) as if the Client were present at the facility, as established in Exhibit B - Amendment II, "Crestwood Behavioral Health, Inc. Billing Rate Schedule." In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.
- E. It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the terms and conditions of this Agreement. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in the Article titled "Insurance" of this Agreement. County may provide retroactive authorization when special circumstances exist, as determined by the County's Director of the Health and Human Services Agency, or Director's designee.
- F. Invoices/Remittances: 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's Director of the Health and Human Services Agency 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 the Article titled "Scope of Services." Invoices shall be submitted along with supporting documentation including units of service by individual client served, dates of service detail for each client, and facility at which services were provided, for review and authorization.

Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit	Crestwood Behavioral Health, Inc. PO Box 7095 Stockton, CA 95267-0095

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.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination, and Cancellation."

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$7,500,000.00 for all of the stated services during the term of the Agreement.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations by or on behalf of Contractor under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXXI

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #25 (010-S1711) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 

Jamie Samboceti, Deputy Director
Health and Human Services Agency

Dated: 5/8/19

Requesting Department Head Concurrence:

By: 


Donald Semon, Director
Health and Human Services Agency

Dated: 5-9-19


IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #25 (010-S1711) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6-4-19

By: 
Chair
Board of Supervisors
"County"

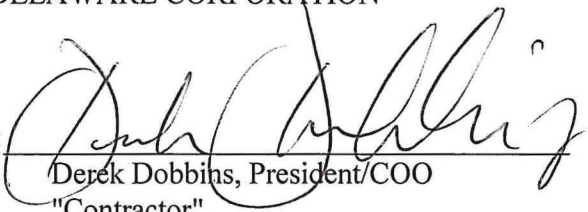
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 6-4-19

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.
A DELAWARE CORPORATION

By: 
Derek Dobbins, President/COO
"Contractor"

Dated: 05/08/19

By: 
Gary Zeyen, Director of County Contracts
"Contractor"

Dated: 5/8/19

Exhibit B - Amendment III
 Crestwood Behavioral Health, Inc.
 FY 2018/2019 2019/2020 Billing Rate Schedule

Facility	# of Beds	Type	Age	Levels	Rates : 7/1/2018-6/30/19			Rates : 7/1/2019-6/30/20					
					Day Rate	Enhanced	Total	Day Rate	Enhanced	Total			
Angwin Crestwood Center at Napa Valley 295 Pine Breeze Drive, Angwin, CA 94508	54	MHRC		1	\$0.00	\$325.00	\$325.00	-	\$336.00	\$336.00			
				2	\$0.00	\$259.00	\$259.00	-	\$268.00	\$268.00			
				3	-	-	-	-	\$218.00	\$218.00			
Bakersfield Behavioral Health Center 6700 Eucalyptus Drive, Suite A, Bakersfield, CA 93306	55	MHRC		2	\$0.00	\$274.28	\$274.00	-	\$344.00	\$344.00			
				3	-	-	-	-	\$313.00	\$313.00			
				4	-	-	-	-	\$282.00	\$282.00			
				One-to-one	\$0.00	\$608.58	\$609.00	-	\$649.00	\$649.00			
				Bridge Program 6744 Eucalyptus Drive, Bakersfield, CA 93306	15	Soc. Rehab		-	-	\$191.00	-	-	\$191.00
				Psychiatric Health Facility #1 6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	14	PHF		-	-	\$1,014.00	-	-	\$1,044.00
Psychiatric Health Facility #2 6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	16	PHF		-	-	\$1,014.00	-	-	\$1,044.00				
Carmichael American River Residential Svs. 4741 Engle Road, Carmichael, CA 95608	28	Soc. Rehab			-	-	\$126.00	-	-	\$126.00			
				Psychiatric Health Facility 4741 Engle Road, Carmichael, CA 95608	12	PHF		-	-	\$835.00	-	\$860.00	
Chula Vista 960 3rd Avenue, Chula Vista, CA 91911	40	MHRC		1	-	\$412.00	\$412.00	-	\$426.00	\$426.00			
				2	-	\$354.00	\$354.00	-	\$366.00	\$366.00			
				3	-	\$295.00	\$295.00	-	\$305.00	\$305.00			
				Bed Hold	\$287.00	-	\$287.00	\$297.00	-	\$297.00			
Eureka Bridgehouse 2370 Buhne Street, Eureka, CA 95501	42	MHRC	1		-	-	\$191.00	-	-	\$191.00			
				Behavioral Health Center 2370 Buhne Street, Eureka, CA 95501		-	\$286.00	\$286.00	-	\$296.00	\$296.00		
				Pathway 2370 Buhne Street, Eureka, CA 95501		-	-	\$181.00	-	-	\$181.00		
Fremont Treatment Center 2171 Mowry Ave., Fremont, CA 94538				65+	GTC Non	Current MC	\$128.00	\$128.00	Current MC	\$128.00	\$128.00		
					MediCal	-	\$128.00	\$128.00	-	\$128.00	\$128.00		
					Neuro-Behav	-	-	\$278.00	-	-	\$278.00		
				Conversion	-	-	\$278.00	-	-	\$278.00			
				(Requires Private Room)	-	-	\$278.00	-	-	\$278.00			
				Non-IMD	1	-	\$30.00	\$30.00	-	\$30.00	\$30.00		
					2	-	\$55.00	\$55.00	-	\$55.00	\$55.00		
					3	-	\$87.00	\$87.00	-	\$87.00	\$87.00		
					4	-	\$128.00	\$128.00	-	\$128.00	\$128.00		
				GeroPsych 65+	65+	-	\$0.00	\$0.00	-	\$0.00	\$0.00		
65+	-	\$22.00	\$22.00		-	\$23.00	\$23.00						
65+	-	\$30.00	\$30.00		-	\$31.00	\$31.00						
65+	-	\$55.00	\$55.00		-	\$57.00	\$57.00						
Fresno Bridge Program 153 North "U" Street, Fresno, CA 93701	15	Soc. Rehab			-	-	\$191.00	-	-	\$191.00			
				Psychiatric Health Facility 4411 East Kings Canyon Road, Fresno, CA 93702	16	PHF		-	-	-	-	-	

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 FY 2018/2019 2019/2020 Billing Rate Schedule

Facility	# of Beds	Type	Age	Levels	Rates : 7/1/2018-6/30/19			Rates : 7/1/2019-6/30/20		
					Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
Kingsburg 1200 Smith Street, Kingsburg, CA 93631	66	MHRC		1	\$428.00	-	\$428.00	-	\$443.00	\$443.00
				2	\$375.00	-	\$375.00	-	\$388.00	\$388.00
				3	\$322.00	-	\$322.00	-	\$333.00	\$333.00
				Bed Hold	\$268.00	-	\$268.00	\$277.00	-	\$277.00
Modesto Manor 1400 Celeste Drive, Modesto, CA 95355	184	SNF/STP Non-IMD		1	-	\$38.00	\$38.00	-	\$38.00	\$38.00
				2	-	\$55.00	\$55.00	-	\$55.00	\$55.00
				3	-	\$81.00	\$81.00	-	\$81.00	\$81.00
				4	-	\$108.00	\$108.00	-	\$108.00	\$108.00
				Sub Acute Non-Medi-Cal	-	Negotiable		-	Negotiable	
				Current MC	-			-		
				65+	-	\$22.00	\$22.00	-	\$23.00	\$23.00
65+	-	\$55.00	\$55.00	-	\$57.00	\$57.00				
Pleasant Hill Bridge Program 550 Patterson Blvd., Pleasant Hill, CA 94523	64	ARF			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
					-	-	\$126.00	-	-	\$126.00
The Pathway 550 Patterson Blvd., Pleasant Hill, CA 94523	16	Soc. Rehab			Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
					-	-	\$185.00	-	-	\$185.00
Redding Wellness & Recovery Cntr 3052 Churn Creek Road, Redding, CA 9602	99	SNF/STP IMD	18-64	1	\$212.11	\$22.00	\$234.11	\$219.54	\$22.00	\$234.11
				2	\$212.11	\$43.00	\$255.11	\$219.53	\$44.00	\$263.53
				3	\$212.11	\$55.00	\$267.11	\$219.53	\$57.00	\$276.53
				4	\$212.11	\$108.00	\$320.11	\$219.53	\$111.00	\$330.53
				65+	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				65+	-	\$22.00	\$22.00	-	\$23.00	\$23.00
				65+	-	\$55.00	\$55.00	-	\$57.00	\$57.00
Sacramento Center 2600 Stockton Blvd., Sacramento, CA 95817	54	MHRC		Sub Acute	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
				2	-	\$227.00	\$227.00	-	-	\$344.00
				3	-	\$274.00	\$274.00	-	\$274.00	\$274.00
				3	-	-	-	-	-	\$313.00
16	PHF			-	\$842.00	\$842.00	-	\$867.00	\$867.00	
San Diego Center 5550 University Ave, Suite A, San Diego, CA 92105		MHRC		1	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
				2	-	\$412.00	\$412.00	-	\$426.00	\$426.00
				3	-	\$354.00	\$354.00	-	\$366.00	\$366.00
				3	-	\$295.00	\$295.00	-	\$305.00	\$305.00
				Bed Hold	\$287.00	-	\$287.00	\$297.00	-	\$297.00
San Jose Center 1425 Fruitdale Avenue, San Jose, CA 95128	100	MHRC		1	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
				2	-	\$271.00	\$271.00	-	\$375.00	\$375.00
				3	-	-	-	-	\$301.00	\$301.00
				Pregnant	-	\$283.00	\$283.00	-	\$293.00	\$293.00
Psychiatric Health Facility - Santa Clara 1425 Fruitdale Avenue, San Jose, CA 95128	16	PHF	Indigent	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	
				-	\$989.00	\$989.00	-	\$1,019.00	\$1,019.00	
				-	\$1,089.00	\$1,089.00	-	\$1,089.00	\$1,089.00	
Solano Center 2201 Tuolumne Street, Vallejo, CA 94589		PHF		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	
				-	\$914.00	\$914.00	-	\$941.00	\$941.00	
				Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	
Our House 2201 Tuolumne Street, Vallejo, CA 94589	78	ARF		-	\$126.00	\$126.00	-	\$126.00	\$126.00	

Exhibit B - Amendment III
 Crestwood Behavioral Health, Inc.
 FY 2018/2019 2019/2020 Billing Rate Schedule

Facility	# of Beds	Type	Age	Levels	Rates : 7/1/2018-6/30/19			Rates : 7/1/2019-6/30/20						
					Day Rate	Enhanced	Total	Day Rate	Enhanced	Total				
Stockton 1130 Monaco, Stockton, CA 95207	190	SNF/STP Non-IMD			1	-	\$33.00	\$33.00	-	\$33.00	\$33.00			
					2	-	\$35.00	\$35.00	-	\$35.00	\$35.00			
					3	-	\$55.00	\$55.00	-	\$55.00	\$55.00			
					4	-	\$81.00	\$81.00	-	\$81.00	\$81.00			
					5	-	\$108.00	\$108.00	-	\$108.00	\$108.00			
					Sub Acute Non-Medi-Cal	Negotiable Current MC			Negotiable Current MC					
					65+	-	\$22.00	\$22.00	-	\$23.00	\$23.00			
65+	-	\$55.00	\$55.00	-	\$57.00	\$57.00								
Vallejo 115 Oddstad Drive, Vallejo, CA 94589 CLOSED - no service in 2018					65+	N/A	N/A	N/A	N/A	N/A	N/A			
					65+	N/A	N/A	N/A	N/A	N/A	N/A			
					65+	N/A	N/A	N/A	N/A	N/A	N/A			
					Recovery & Rehabilitation Cntr									
					115 Oddstad Drive, Vallejo, CA 94589	91	MHRC	1	-	\$335.00	\$335.00	-	\$347.00	\$347.00
								2	-	\$285.00	\$285.00	-	\$295.00	\$295.00
								3	-	\$253.00	\$253.00	-	\$262.00	\$262.00
			4	-	\$237.00	\$237.00	-	\$245.00	\$245.00					
Hope Center														
115 Oddstad Drive, Vallejo 94589	24	RCFE			-	-	\$131.45	-	-	\$136.05				

Legend:

ARF = Adult Residential Facility
 IMD = Institution for Mental Disease
 MHRC = Mental Health Rehabilitation Center
 PHF = Psychiatric Health Facility
 SNF / STP = Skilled Nursing Facility with Special Treatment Programs
 SNF = Skilled Nursing Facility
 Soc. Rehab = Social Rehabilitation Facility
 MC = Medi-Cal
 RCFE = Residential Facility for the Elderly

FY2019/2020 rate increases

PHF = 3%
 MHRC = 3.5%
 Community Care Programs = 3%
 SNF = 3%

AB 1054 mandates an annual 3.5% rate increase for IMDs effective 7/1/14.
 Effective 7/1/17, IMD rates are frozen at 16/17 levels per SB 90.