

ORIGINAL

**AGREEMENT FOR SERVICES #010-S1711
AMENDMENT II**

Adult Inpatient/Residential Treatment Services

This Amendment II to that Agreement for Services #010-S1711, is 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, and whose Agent for Service of Process is Maria Stefanou, 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 010- S1711, dated May 17, 2016; and Amendment I to that Agreement dated September 16, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services, Article IV – Maximum Obligation, Article XII – Notice to Parties, and** amend and replace **Exhibit B**.

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

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

ARTICLE III

Compensation for Services:

A. Rates: As per Section 5912 of the Welfare and Institutions Code amended by Assembly Bill 1054(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 Mental Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services. Rates will be effective annually, on July 1, at the percentage increase established by the State Department of Health Care Services. 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 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 II, marked "Crestwood Behavioral Health, Inc. Billing Rate Schedule," attached hereto and incorporated by reference herein.

- 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 HHS 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 \$4,200,000.00 for all of the stated services during the term of the Agreement.

ARTICLE XII

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 and Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

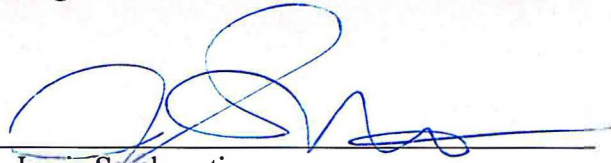
Notices to Contractor shall be addressed as follows:

CRESTWOOD BEHAVIORAL HEALTH, INC.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
ATTN: President, or successor

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #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: 4/13/17

Requesting Department Head Concurrence:

By: 

Patricia Charles-Heathers, Ph.D.
Director
Health and Human Services Agency

Dated: 4/14/17

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

-- COUNTY OF EL DORADO --

Dated: 5/23/17

By: [Signature]
Silva Frentzen, Chair
Board of Supervisors
"County"

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

By: [Signature]
Deputy Clerk

Dated: 5/23/17

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.
A DELAWARE CORPORATION

By: [Signature] Dated: 4/18/2017
George C. Lytal, President and CEO
CFO
"Contractor"

By: [Signature] Dated: 4/18/17
Gary Zeyen
Controller
"Contractor"

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Exhibit B - Amendment II
Crestwood Behavioral Health, Inc.
Billing Rate Schedule

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1		Facility	# of Beds	Type	Age	Levels	Rates : 7/1/2016-6/30/17				Rates : 7/1/2017-6/30/18			Rates : 7/1/2018-6/30/19		
2	Angwin	Crestwood Center at Napa Valley					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
3		295 Pine Breeze Drive, Angwin, CA 94508	54	MHRC		1	\$0.00	\$303.00	\$303.00		\$0.00	\$314.00	\$314.00			
4						2	\$0.00	\$242.00	\$242.00		\$0.00	\$250.00	\$250.00			
5						3	\$0.00	\$197.00	\$197.00		\$0.00	\$204.00	\$204.00			
6	Bakersfield	Behavioral Health Center					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
7		6700 Eucalyptus Drive, Suite A, Bakersfield, CA 93306	64	MHRC		1	\$0.00	\$256.00	\$256.00		\$0.00	\$265.00	\$265.00			
8						2	\$0.00	\$568.00	\$568.00		\$0.00	\$588.00	\$588.00			
9		Bridge Program					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
10		6744 Eucalyptus Drive, Bakersfield, CA 93306	15	Soc. Rehab				\$176.00	\$176.00			\$185.00	\$185.00			
11		Psychiatric Health Facility #1					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
12		6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	14	PHF					\$937.00				\$984.00			
13		Psychiatric Health Facility #2					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
14		6700 Eucalyptus Drive, Suite C, Bakersfield, CA 93306	16	PHF					\$937.00				\$984.00			
15	Carmichael	American River Residential Svs.					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
16		4741 Engle Road, Carmichael, CA 95608	28	Soc. Rehab					\$116.00				\$122.00			
17		Psychiatric Health Facility					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
18		4741 Engle Road, Carmichael, CA 95608	12	PHF					\$811.13				\$811.13			
19	Chula Vista						Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
20		960 3rd Avenue, Chula Vista, CA 91911		MHRC		1		\$362.00	\$362.00			\$398.00	\$398.00			
21						2		\$310.00	\$310.00			\$342.00	\$342.00			
22						3		\$259.00	\$259.00			\$285.00	\$285.00			
23						Bed Hold	\$254.00		\$254.00		\$277.00		\$277.00			
24	Eureka	Bridgehouse					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
25		2370 Buhne Street, Eureka, CA 95501		RCFE					Negotiated				\$158.00			
26		Behavioral Health Center					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Total	Enhanced	Total
27		2370 Buhne Street, Eureka, CA 95501		MHRC		1		\$267.00	\$267.00			\$276.00	\$276.00			
28		Pathway					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Total	Enhanced	Total
29		2370 Buhne Street, Eureka, CA 95501		ARF					\$176.00				\$176.00			
30	Fremont	Treatment Center					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
31		2171 Mowry Ave., Fremont, CA 94538			65+	GTC Non MediCal	Current MC	\$124.00	\$124.00		Current MC	\$124.00	\$124.00			
32						Neuro-Behav	\$0.00	\$124.00	\$124.00		\$0.00	\$124.00	\$124.00			
33						Conversion (Requires Private Room)	\$0.00		\$270.20		\$0.00		\$270.20			
34		Crestwood Manor - Fremont					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total			Total
35		4303 Stevenson Blvd., Fremont, CA 94538		Non-IMD		1	\$0.00	\$29.00	\$29.00		\$0.00	\$29.00	\$29.00			
36						2	\$0.00	\$53.00	\$53.00		\$0.00	\$53.00	\$53.00			
37						3	\$0.00	\$84.00	\$84.00		\$0.00	\$84.00	\$84.00			
38						4	\$0.00	\$124.00	\$124.00		\$0.00	\$124.00	\$124.00			
39				GeroPsych 65+	65+	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00			

Exhibit B - Amendment II
 Crsetwood Behavioral Health, Inc.
 Billing Rate Schedule

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Facility		# of Beds	Type	Age	Levels	Rates : 7/1/2016-6/30/17				Rates : 7/1/2017-6/30/18			Rates : 7/1/2018-6/30/19		
40		Crestwood Manor- Fremont			65+	2	\$0.00	\$21.00	\$21.00		\$0.00	\$21.00	\$21.00			
41					65+	3	\$0.00	\$29.00	\$29.00		\$0.00	\$29.00	\$29.00			
42					65+	4	\$0.00	\$53.00	\$53.00		\$0.00	\$53.00	\$53.00			
43	Fresno	Bridge Program					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
44		153 North "U" Street, Fresno, CA 93701	15	Soc. Rehab					\$176.00				\$185.00			
45		Psychiatric Health Facility					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
46		4411 East Kings Canyon Road, Fresno, CA 93702	16	PHF					\$0.00				\$0.00			
47	Kingsburg						Day Rate	Enhanced	Total	As of 1/1/17	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
48		1200 Smith Street, Kingsburg, CA 93631		MHRC		1	\$400.00		\$400.00	\$362.00	\$414.00		\$414.00			
49						2	\$350.00		\$350.00	\$310.00	\$362.00		\$362.00			
50						3	\$300.00		\$300.00	\$259.00	\$311.00		\$311.00			
51						Bed Hold	\$250.00		\$250.00	\$254.00	\$259.00		\$259.00			
52	Modesto	Manor					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
53		1400 Celeste Drive, Modesto, CA 95355	184	SNF/STP		1	\$0.00	\$37.00	\$37.00		\$0.00	\$37.00	\$37.00			
54				Non-IMD		2	\$0.00	\$53.00	\$53.00		\$0.00	\$53.00	\$53.00			
55						3	\$0.00	\$79.00	\$79.00		\$0.00	\$79.00	\$79.00			
56						4	\$0.00	\$105.00	\$105.00		\$0.00	\$105.00	\$105.00			
57						Sub Acute		Negotiable				Negotiable				
58						Non-Medi-Cal	Current MC				Current MC					
59					65+			\$21.00	\$21.00			\$21.00	\$21.00			
60					65+			\$53.00	\$53.00			\$53.00	\$53.00			
61	Pleasant Hill	Bridge Program					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
62		550 Patterson Blvd., Pleasant Hill, CA 94523	64	ARF					\$116.00				\$122.00			
63		The Pathway					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
64		550 Patterson Blvd., Pleasant Hill, CA 94523	16	Soc. Rehab					\$171.00				\$180.00			
65	Redding	Wellness & Recovery Cntr					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
66		3052 Chum Creek Road, Redding, CA 9602	99	SNF/STP	18-64	1	\$198.82	\$21.00	\$219.82		\$204.94	\$21.00	\$225.94			
67				IMD	18-64	2	\$198.82	\$42.00	\$240.82		\$204.94	\$42.00	\$246.94			
68					18-64	3	\$198.82	\$53.00	\$251.82		\$204.94	\$53.00	\$257.94			
69					18-64	4	\$198.82	\$105.00	\$303.82		\$204.94	\$105.00	\$309.94			
70					65+	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00			
71					65+	2	\$0.00	\$21.00	\$21.00		\$0.00	\$21.00	\$21.00			
72					65+	3	\$0.00	\$53.00	\$53.00		\$0.00	\$53.00	\$53.00			
73	Sacramento	Center					Day Rate	Enhanced	Total		Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
74		2600 Stockton Blvd., Sacramento, CA 95817	99	MHRC			\$0.00	\$212.00	\$212.00		\$0.00	\$219.00	\$219.00			
75						Sub Acute	\$0.00	\$256.00	\$256.00		\$0.00	\$265.00	\$265.00			
76			16	PHF				\$817.61	\$817.61			\$817.61	\$817.61			
77																

