

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-12373
BETWEEN COUNTY OF MONTEREY AND
CRESTWOOD BEHAVIORAL HEALTH, INC.**

This Amendment No. 1 to Mental Health Services Agreement No. A-12373 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Crestwood Behavioral Health, Inc.**, (hereinafter referred to as CONTRACTOR).

WHEREAS, the County entered into a Mental Health Services Agreement No. A-12373 with Crestwood Behavioral Health, Inc. for the provision of mental health services to adults with severe psychiatric disabilities in the amount of \$54,934.00 for the term of November 1, 2012 to June 30, 2013;

WHEREAS, the COUNTY requests to amend the Mental Health Services Agreement No. A-12373 to extend the termination date to June 30, 2014; add an additional Service Type (Basic) and Rate; and increase the contract amount by \$148,240.00 for Fiscal Year 2012-13 and by \$397,850.00 for Fiscal Year 2013-14 for a total revised contract amount of \$601,024.00.

NOW THEREFORE, the COUNTY hereby agrees to amend Agreement No. A-12373 as follows:

1. EXHIBIT A PROGRAM DESCRIPTION is replaced by EXHIBIT A-1 PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1 as attached to this Amendment No. 1 and incorporated herein.
2. EXHIBIT B PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1 as attached to this Amendment No. 1 and incorporated herein.
3. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A- are unchanged and unaffected by this Amendment No. 1, and shall remain in full force and effect.
4. This Amendment No. 1 shall be effective December 12, 2012.
5. A copy of this Amendment No. 1, EXHIBITS A-1 and B-1 shall be attached to the original Agreement No. A-12373.

Amendment No. 1 to Mental Health Services Agreement A-12373

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 3-7-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
Deputy County Counsel

Date: 1/17/13

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 1-18-13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

CRESTWOOD BEHAVIORAL HEALTH, INC.

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

George C. Lytal, President + CEO
Name and Title

Date: 1-1-2013

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

GARY ZRYMOWICZ, CONTROLLER
Name and Title

Date: 12/21/12

County Board of Supervisors' Agreement Number:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A-1:
PROGRAM DESCRIPTION**

I. IDENTIFICATION OF CONTRACTOR

Name: Crestwood Behavioral Health, Inc.
Crestwood Center

Address: 1425 Fruitdale Avenue
San Jose, CA 95128
408-275-1067

Incorporation Status: Private, for profit, Corporation

Type of Facility: Mental Health Rehabilitation Center (MHRC)

Type of License: Skilled nursing facility

II. TARGET POPULATION/FACILITY SPECIALIZATION

Serving adults with psychiatric impairment that has led to their grave disability and requires a locked skilled nursing level of care. The Crestwood Behavioral Health, Inc. Crestwood Center accommodates pregnant women.

III. PROGRAM DESCRIPTION

Treatment services include:

- A An individualized program to meet the specific needs of each client. Individual programs shall be provided based on the specific needs identified through patient assessments.
- B A structured regimen with individualized services to assist clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. The facility shall have the capability of providing all of the following special rehabilitation program services.
 - 1. Self-Help Skills Training. This shall include but not be limited to:
 - a) Supervision of medication and education regarding medication;
 - b) Money management;
 - c) Use of public transportation;
 - d) Use of community resources;
 - e) Behavior control and impulse control;
 - f) Frustration tolerance/stress management;
 - g) Mental health/substance abuse education;
 - h) Physical education;
 - i) ADLs; Restoration of activities of daily living.

2. Behavioral Intervention Training. This shall include but not be limited to:
 - a) Behavior modification modalities;
 - b) Remotivation therapy;
 - c) Patient government activities;
 - d) Group counseling;
 - e) Individual counseling;
 - f) Interpersonal Relationships. This shall include but not be limited to social counseling;
 - g) Educational and recreational training;
 - h) Social activities such as outings, dances, etc.;
 - i) Understanding of legal issues and court processes.

3. Pre-vocational Preparation Services. This shall include but not be limited to:
 - a) Homemaking;
 - b) Work activity;
 - c) Vocational counseling; work habits
 - d) Pre-release planning;
 - e) Out-of-home planning;
 - f) Linkage to medical services in the community as needed.

IV. PROGRAM GOALS

- A To assist Monterey County Behavioral Health (MCBH) in efficiently and effectively managing limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days.
- B To stabilize the client's psychiatric condition through medication management and program service.
- C To restore the client's level of functioning in the community to a lower level of care.
- D To increase the client's motivation and skills toward self-restoration.
- E To prevent or decrease the rate of decompensation, thus decreasing placements at higher, more costly levels of care.
- F To provide the intensive staff required to supervise and treat behavioral psychiatric and medical conditions.

V. PROGRAM PLAN & ORGANIZATIONAL CHART

The CONTRACTOR will provide the COUNTY with a copy of the Mental Health Rehabilitation Program plan.

VI. CASE MANAGEMENT

The COUNTY will provide a case manager to coordinate services and assess for discharge planning.

VII. ADMISSION CRITERIA, BASIC SERVICES & CONTINUED STAY CRITERIA

A ADMISSION CRITERIA

The CONTRACTOR shall admit patients with a DSM IV diagnosis and conserved found to be gravely disabled subject to bed availability, with order of a physician, and in compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, development risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be discussed on an individual patient basis between the COUNTY and the CONTRACTOR. The COUNTY may grant individual exceptions to these admission criteria. Individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from development disability, mental retardation or physical illnesses (without psychiatric component) shall not be considered for admission. All admissions are subject to the prior authorization from COUNTY and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

B BASIC SERVICES

The basic service level (the minimum array of services provided to IMD residents) shall comply with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with the COUNTY staff. Basic services shall also include: reasonable access to required medical treatment and up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming as specifically described herein.

C CONTINUED STAY CRITERIA

1. Admission for contracted services occurs only under the order of a licensed mental health physician, with approval of the COUNTY representative(s).
2. Admission is available only to clients in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.
3. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower level care. Due to their mental illness, clients are unable to provide for their basic needs.

VIII. DISCHARGE CRITERIA & PLANNING

At the point the client no longer requires the level of service of a locked skilled nursing facility, as determined by the COUNTY case manager; a plan for the client's transfer to a less restrictive community setting will be arranged by the COUNTY case manager in conjunction with the CONTRACTOR staff.

IX. TRANSFER TO ACUTE LEVEL OF CARE

If a client meets the criteria of medical necessity for acute psychiatric inpatient care, the CONTRACTOR will notify the COUNTY conservator and case manager, then proceed with the facility's psychiatrist to notify the COUNTY inpatient psychiatrist to arrange for the transfer of the client.

X. LIMITATIONS OF SERVICE

The CONTRACTOR will operate within the scope of services outlined in the CONTRACTOR'S State of California license.

XI. TYPES OF SERVICE

Service Type	Rate per day/client
Basic	\$ 218.00
Pregnant	\$ 227.00

XII. EVALUATION & REPORTING REQUIREMENTS

In addition to all evaluation and reporting requirements previously stated in this Agreement, CONTRACTOR will meet all reporting and evaluation requirements stated as a condition of the facility's license. Additionally, CONTRACTOR will report any unusual incidents that occur at the facility to the Contract Liaison.

XIII. QUALITY ASSURANCE

- A. CONTRACTOR shall comply with Chapter 3 of Division 5 of Title 22 of the California Code of Regulations pertaining to skilled nursing facilities.

B. CONTRACTOR will meet all quality assurance requirements which are a condition of their license. COUNTY will routinely monitor the CONTRACTOR in terms of compliance with the COUNTY'S Quality Improvement Plan (QIP) in the following areas:

1. Medical necessity;
2. Appropriateness of continued treatment;
3. Focus, level , intensity of care;
4. Outcome of treatment; and
5. Cost of treatment.

XIII. CONTRACT MONITOR

Robert L. Jackson
Behavioral Health Services Manager
1270 Natividad Road
Salinas, CA. 93906
(831) 755-6367

**EXHIBIT B-1:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Negotiated Rate

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. REIMBURSEMENT FOR BASIC/SPECIAL TREATMENT PROGRAM (STP) SERVICES

1. The payment rates are established by the CONTRACTOR. Rates are subject to re-negotiation with a ninety (90) day advance notice from CONTRACTOR.
2. The following program services will be paid in arrears at the maximum listed rate per unit for a total maximum of **\$601,024.00** for **FY 2012-13** thru **FY 2013-14**:

FISCAL YEAR	MODE OF SERVICE	SERVICE FUNCTION CODE	Daily Rate	Estimated Number of Units	Annual Estimated Amount
November 1, 2012 - June 30, 2013	05	90	\$ 227.00	242	\$ 54,934.00
December 12, 2012 - June 30, 2013	05	90	\$ 218.00	680	\$148,240.00
July 1, 2013 - June 30, 2014	05	90	\$ 218.00	1,825	\$397,850.00
Total Agreement Liability					\$601,024.00

III. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and

shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- F. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- G. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be

taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$601,024.00** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
November 1, 2012 – June 30, 2013	\$ 203,174.00
July 1, 2013 – June 30, 2014	\$ 397,850.00
TOTAL MAXIMUM LIABILITY	\$ 601,024.00

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY’S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY’S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State’s Budget Act.

- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."