

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CRESTWOOD BEHAVIORAL HEALTH, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crestwood Behavioral Health, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on September 22, 2015 for residential rehabilitation and long-term care services, for the term July 1, 2015 through June 30, 2018, for a maximum obligation of \$5,346,000; and

WHEREAS, the parties wish to amend the Agreement to purchase 4 dedicated beds at Crestwood's San Jose Psychiatric Health Facility, increasing the amount of the agreement by \$1,435,000 to \$6,781,000, with no change to the term of the agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
2. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
3. All other terms and conditions of the agreement dated September 22, 2015, between the County and Contractor shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Crestwood Behavioral Health, *INC*



Contractor's Signature

Date: 11/17/17

**EXHIBIT A1
DESCRIPTION OF SERVICES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2015-18**

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

A. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to San Mateo County's Behavioral Health and Recovery Services (BHRS) up to 44 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care. Approximately 32 beds will be utilized in Institutions for Mental Disease (IMD) and 12 beds will be utilized by individuals 65 years and over.

1. Admissions

- a. Contractor and County shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Behavioral Health and Recovery Services or designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Chief of the Health System or designee. Such approval shall be indicated by a signed "Authorization for Admission to IMD/State Hospital Placement" form.

2. Patient Eligibility

Contractor shall admit patients with a Diagnostic and Statistical Manual (DSM) IV diagnosis. Individuals in need of twenty-four (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, elopement 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 of these behaviors is a

determining factor for admission, and such admission may be negotiated between BHRS and Contractor on an individual patient basis. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to prior authorization by County.

3. Basic Service Levels

a. IMD/MHRC/SNF

It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Crestwood residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

b. Adult Residential Facility/Community Treatment System

It is agreed that the program complies with all licensing and certification standards for an Adult Residential Facility and a Community Residential Treatment System. The basic service level for an enhanced adult residential facility offers twenty-four (24) hour care and supervision and teaches clients the skills necessary to successfully reintegrate into the community at their highest level of independence. The program shall include medication management, symptom management, and independent living skills. It should also include services for people who are dually diagnosed.

c. Crisis Residential Treatment Facility

Contractor shall provide twenty-four (24) hour crisis residential treatment facility for mentally ill clients ("Crisis Residential Treatment Facility"). Contractor shall provide such mentally ill clients with therapeutic and/or rehabilitation services in a

structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care. Contractor shall support clients in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management.

d. Day Treatment Rehabilitative Services Program (Full-day)

Contractor shall provide Day Treatment Rehabilitative Services preauthorized by BHRS, and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. These services are provided to a distinct group of seriously mentally ill adults and occur in a therapeutic, organized and structured setting.

i. General Description of Services

- a) The Day Treatment Rehabilitative Services (Full-day) program shall be referred to herein as "Service(s)" or "Day Treatment Service(s)".
- b) As of the date of this Agreement Contractor provides Day Treatment Services for seriously mentally ill adults at Contractor's Crestwood Solano Our House facility.
- c) Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.
- d) For seriously mentally ill adults, Day Treatment Services provides a range of services to assist the client to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to

prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Services service is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Services requirements.

- e) Contractor shall develop and maintain a Day Treatment Services program description, and shall provide such program description to County annually and upon request.
- f) County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.
- g) Contractor shall provide Day Treatment Rehabilitative Services to seriously emotionally and behaviorally disturbed San Mateo County resident adults pre-authorized for service by the Deputy Director of Adult Services or her designee.
- h) The Day Treatment Rehabilitative Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - 1) Psychological assessment, evaluation, and plan development;
 - 2) Education/special education programming;
 - 3) Occupational, speech/language, and recreation therapies;
 - 4) Medication assessment and medication management;
 - 5) Psychosocial/functional skills development;
 - 6) Crisis intervention; and
 - 7) Outreach social services.
- i) Day Treatment Rehabilitative Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
 - 1) To provide the foundation for the

provision of Day Treatment Rehabilitative Services and differentiate these services from other specialty mental health services;

- 2) To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
- 3) To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
- 4) To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
- 5) To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
- 6) To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

ii. Therapeutic Milieu Service Components

The following services must be made available during the course of the therapeutic milieu for an average of at least three hours per day for a full-day Day Treatment Intensive Services program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

- a) Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving

strategies and to assist one another in resolving behavioral and emotional problems.

- b) Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
- c) Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

iii. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. The content of the meeting must include, at minimum, the following:

- a) Schedule for the day;
- b) Any current event;
- c) Individual issues that clients or staff wish to discuss to elicit support of the group process;
- d) Conflict resolution within the milieu;
- e) Planning for the day, the week or for special events;
- f) Old business from previous meetings or from previous day treatment experiences; and
- g) Debriefing or wrap-up.

iv. Weekly Schedule

A detailed written weekly schedule will be made available by program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

v. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

vi. Contact With Significant Support Persons

The Day Treatment Rehabilitative Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

vii. Crisis Response

The Day Treatment Rehabilitative Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

viii. Authorization Requests

The Deputy Director of Adult Services or designee will authorize payment for all admissions of San Mateo County clients to the Day Treatment Rehabilitative Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for services Contractor must meet the following authorization requirements:

- a) Contractor must request prior authorization for

payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.

- b) Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- c) Contractor must request authorization for the continuation of services at least every six (6) months or more frequently, if requested by County.
- d) Contractor must request prior authorization for the provision of counseling and other similar intervention services beyond those provided in the Rehabilitative Day Treatment Services. These services may not be provided to a Rehabilitative Day Treatment Services client during the Rehabilitative Day Treatment Services program hours, even if such service is authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitative Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director of Adult Services or designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative Services.
- e) Authorization must specify the number of days per week as well as the length of time services will be provided.

ix. Authorization Decisions

- a) For authorization decisions other than the expedited decisions described below in Paragraph I.A.3.d.ix.b., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional

information.

- b) In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- c) The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. County's notice to Contractor need not be in writing.

x. Documentation

Each client will have an individualized client treatment plan developed by the program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Adult Services or designee upon admission and every six (6) months thereafter.

- a) Client treatment plans will:
 - 1) Be provided to the Deputy Director of Adult Services or designee within thirty (30) days of admission to the program;
 - 2) Be updated at least annually and are due to the Deputy Director of Adult Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - 3) Have specific observable and/or specific quantifiable goals;
 - 4) Identify the proposed type(s) of intervention;
 - 5) Have a proposed duration of

- intervention(s); and
- 6) Be signed (or electronic equivalent) by:
- i) The person providing the service(s),
 - ii) A person representing a team or program providing services, or
 - iii) When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - Physician,
 - Licensed/registered/waivered psychologist,
 - Licensed/registered/waivered social worker,
 - Licensed/registered/waivered MFT, or
 - Registered nurse who is either staff to the program or the person directing the service.

- b) Client Progress Notes: Day Treatment Rehabilitative Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.

xi. Staffing

- a) Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative Services may be provided by any of the following staff:
- 1) Licensed Physician,
 - 2) Licensed/Waivered Clinical Psychologist,
 - 3) Licensed/Registered Clinical Social Worker,
 - 4) Licensed/Registered Marriage, Family

- and Child Counselor,
- 5) Registered Nurse,
- 6) Licensed Vocational Nurse,
- 7) Licensed Psychiatric Technician, or
- 8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

- b) At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals (1:≤10) in attendance during the period the program is open. In Day Treatment Rehabilitative Services programs serving more than 12 clients (1:<12) there shall be at least one person from two of the staffing groups listed in Paragraph I.A.3.d.xi.a of this Exhibit A1. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.
- c) Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Rehabilitative Services staff and in other capacities.

4. Patient Care Planning and Placement

Contractor shall keep a Mental Health Services person fully informed of patient needs and shall collaborate in any change in placement including to acute care.

5. Reporting

- a. BHRS' Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this Contract.
- b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- c. Contractor will provide to the Director of BHRS or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- d. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- e. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

6. San Jose Psychiatric Health Facility (PHF) Dedicated Beds

- a. Contractor shall provide four (4) dedicated beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Referrals for the use of these beds must come through Psychiatric Emergency Services (PES) as back up to 3A/B at the San Mateo Medical Center.
- b. Contractor shall maintain admissions criteria that is provided to BHRS upon execution of this amendment and at any time that the criteria is updated, modified, or otherwise changed. The criteria shall be used upon mutual agreement between the Contractor and BHRS. Admissions shall be noticed to Holly Severson, RN, TARS Coordinator at Fax (650)525-1762; and Melinda Ricossa, RN, Adult Resources Management at Fax (650) 522-9830.
- c. Contractor shall maintain a hospital patient census that will be provided to BHRS no less than monthly in accordance with the reporting template provided to the Contractor by the

County.

- d. Should PES be able to predict availability, the PES Clinical Services Manager or designee may authorize the transfer of beds to other counties in need of placement and those counties would be billed the same rates (by PHF) and San Mateo County would be credited (not charged for those days).
- e. The clients placed in above identified beds will have full access to the facility services, which shall include case management services. Beds shall be in semi-private rooms that may include up to three beds, include storage for personal belongings and clothing, and individual lighting. Occasionally, private rooms will be required and the contractor shall make every effort possible to provide a private room in a timely manner.
- f. Contractor shall provide daily treatment and social activities as represented in the program description provided to the County including, but not limited to DBT; WRAP; psycho-educational groups; individual counseling; independent living skills; dual recovery; individual recovery plans with personal goals; nutrition, wellness, and fitness support; spirituality support; peer support; meditation groups; family support; and discharge and transition planning.
- g. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as-needed basis.
- h. Contractor's case manager and treatment staff will coordinate services with assigned BHRS staff to assist with patients' successful transition to the next level of care.
- i. Based on client need, Contractor may transfer clients into other facility programs/beds upon approval by BHRS
- j. Patient Rights Advocates and Hearings: Since the County of Santa Clara is served by the same advocacy agency as the County of San Mateo, it is unnecessary to make provisions to extend County of San Mateo protections into the County of Santa Clara as this provision is met by the State selecting and monitoring the advocacy agency in part for the purpose of placements that may occur outside of the county of residency

(Welfare & Institutions Code: Patients' Rights Program; sections 5510-5514). The Patients' Rights Advocate will coordinate the necessary activities and participants for 5270 Hearings, for example, as Hearing Officers function under a similar state statute that allows for their work to occur regardless of county lines when the same advocacy agency serves both Counties. Costs arising from Certification Hearings, Riese Capacity Hearings, and Voluntariness Hearings are the responsibility of the facility in which the patient is placed regardless of their county of residence and to the extent that such costs are scheduled into the fees of this agreement.

B. AGING AND ADULT SERVICES (AAS)

For the term of this Agreement as herein specified, Contractor shall provide to the Aging and Adult Services Division up to eight (8) skilled nursing facility beds for San Mateo County residents who are probate dementia conservatees of the San Mateo County Public Guardian and who require a long-term treatment setting.

1. Admissions

- a. Contractor and Aging and Adult Services shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Aging and Adult Services or designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of Aging and Adult Services or designee. Such approval shall be indicated by a signed form called "Authorization for Admission to a Crestwood Facility" from Aging and Adult Services.

2. Patient Eligibility

Contractor shall admit patients who are probate conservatees of the San Mateo County Public Guardian. Individuals in need of twenty-four (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, elopement 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, as will those individuals with specific medical and behavioral needs which cannot be met at a lower level of care. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between Aging and Adult Services and Contractor on an individual patient basis. Aging and Adult Services may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of Aging and Adult Services or designee.

3. Patient Care Planning and Placement

Contractor shall keep an Aging and Adult Services designated person fully informed of patient care needs and shall collaborate in any change in placement, including to acute care.

4. Reporting

- a. Contractor will provide to the Chief of the Health System or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- b. Aging and Adult Services shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- c. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. Administrative Requirements

- A. Paragraph 13 of the Agreement and Paragraph I.R.4. of Exhibit B1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Health System Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. Contractor will attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Contractor shall submit documentation of their compliance to HEIM (jafrica@smcgov.org) by March 31st.
2. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to San Mateo County Health System Aging and Adult Services Director within 10 business days of Contractor's receipt of any such licensing report.

E. For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

F. For Medi-Cal funded services, Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Contractor may not employ any persons deemed an Ineligible Person

by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

2. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.

H. Advance Directives

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to advance directives.

I. Beneficiary Rights

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

J. Physician Incentive Plans

For Medi-Cal funded services, Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

For Medi-Cal funded services, Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

M. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

III. GOALS AND OBJECTIVES

The following goals and objectives will be pursued during the term of the Agreement:

A. MENTAL HEALTH PROGRAM

1. Effectiveness

Goal 1: To maintain or improve clients' level of functioning.

Objective 1: At least eighty percent (80%) of clients will improve or maintain their level of functioning as measured by a standardized outcome instrument designated by the State.

Data collection to be completed by the County in cooperation with Contractor.

2. Residential Rehab & Long-Term Care

Goal 1: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.

Objective 1: No more than ten percent (10%) of all discharges will be to an acute psychiatric level of care.

Objective 2: At least sixty-six percent (66%) of clients will show a decrease in the number of hospital days compared to the year prior to their admission.

Goal 2: To increase clients' functional adaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

Objective 1: At least seventy-five percent (75%) of all MHRC discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

Data collection to be completed by the County in cooperation with Contractor.

3. Day Treatment Services

Goal 1: To maintain clients at the current or reduced level of placement.

Objective 1: At least ninety-five percent (95%) of adults served will be maintained in their current or reduced level of placement during their course of treatment.

Data collection to be completed by the County in cooperation with Contractor.

4. Satisfaction

Goal 1: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety-two percent (92%) of customer survey respondents will rate services as good or better.

Objective 2: At least eighty-five percent (85%) of customer survey respondents will rate access to mental health services as good or better.

Data collection to be completed by the County in cooperation with Contractor.

B. AGING AND ADULT PROGRAM

Goal 1: To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have dementia or other organic processes which limit their abilities to live in a less restrictive setting.

Goal 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour sub-acute care.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Data collection to be completed by the County in cooperation with Contractor.

End of Exhibit A1

**EXHIBIT B1
PAYMENTS AND RATES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2015-18**

I. In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Rates for Services

Crestwood Behavioral Health, Inc.
Total with Enhanced Services

IMD 18-64			
	Basic	Enhanced	Total
Crestwood Wellness CTR-Redding	204.94	21.00	225.94
	204.94	42.00	246.94
	204.94	53.00	257.94
	204.94	105.00	309.94
Non-IMD 18-64			
	Basic	Enhanced	Total
Stockton		21.00	21.00
			32.00
			34.00
			53.00
			79.00
		105.00	105.00
	Sub Acute Non-medical	Negotiable	*****
Modesto		21.00	21.00
			37.00
			53.00
			79.00
			105.00
	Sub Acute Non-medical	Negotiable	*****
Fremont GTC	Non-Medical	*****	124.00
	Neuro-Behav		124.00
	Conversion (Requires Private Room)		270.20

Crestwood	Manor Fremont	0	21.00	21.00
			29.00	29.00
			53.00	53.00
		0	84.00	84.00
		124.00	124.00	

Mental Health Rehab Centers

Sacramento	MHRC	219.00
	Sub-acute	265.00

San Jose		262.00
	Pregnant	273.00

Vallejo	Level 1	324.00
	Level 2	275.00
	Level 3	244.00
	Level 4	229.00

Angwin	Level 1	314.00
	Level 2	250.00
	Level 3	204.00

Bakersfield	Level 1	265.00
	Level 2	588.00

Eureka	276.00
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San Diego	Level 1	398.00
	Level 2	342.00
	Level 3	285.00
	Bed Hold	277.00

Chula Vista	Level 1	398.00
	Level 2	342.00
	Level 3	285.00
	Bed Hold	277.00

Kingsburg	Level 1	414.00
	Level 2	362.00
	Level 3	311.00
	Bed Hold	259.00

Community Care Centers

Bridgehouse (Eureka)	Pathway	158.00
	RCFE	176.00
Our House		116.00
American River Residential		122.00
Bridge (Kern)		185.00
Pleasant Hill Bridge		122.00
Pleasant Hill Pathways		180.00
Fresno		185.00
Vallejo RCFE		127.00

Geropsych 65+

	Enhanced	Total
Stockton	0	0
	21.00	21.00
	53.00	53.00
		Special
Vallejo	0	0
	21.00	21.00
	53.00	53.00
		Special
Modesto	0	0
	21.00	21.00
	53.00	53.00
		Special
Redding GTC	0	0
	21.00	21.00
	53.00	53.00
		Special
Crestwood Manor – Fremont	0	0
	21.00	21.00
	29.00	29.00
	53.00	53.00

Psychiatric Health Facilities

Sacramento		817.61
San Jose		960.00
	Indigent	1,069.00
Solano		887.00
Kern		984.00
American River		811.13

B. San Jose Psychiatric Health Facility (PHF) Dedicated Beds

1. FY 2017-18 (Year 3)

- a. For the term October 16, 2017 through June 30, 2018, Contractor shall be paid at a rate of NINE HUNDRED SIXTY DOLLARS (\$960) per bed, per night, for four (4) dedicated beds per night for Medi-Cal/Short Doyle clients and ONE THOUSAND SIXTY-NINE DOLLARS (\$1,069) for Indigent clients, for a maximum of ONE MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$1,435,000)

C. Contract maximums

1. FY 2015-16 (Year 1)

a. BHRS

For FY 2015-16, BHRS' maximum obligation for services received under this Agreement is ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,625,000).

b. AAS

For FY 2015-16, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

2. FY 2016-17 (Year 2)

a. BHRS

For FY 2016-17, BHRS' maximum obligation for services received under this Agreement is ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,625,000).

b. AAS

For FY 2016-17, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

3. FY 2017-18 (Year 3)

a. BHRS

For FY 2017-18, BHRS' maximum obligation for services received under this Agreement is THREE MILLION SIXTY THOUSAND DOLLARS (\$3,060,000).

b. AAS

For FY 2017-18, AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

4. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$6,781,000) for FY 2015-18. BHRS' maximum obligation is SIX MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$6,310,000) and AAS' is FOUR HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$471,000) for FY 2015-18.

D. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the SNF/STP reimbursement rate minus food cost.

E. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.

F. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this Contract.

G. Enhanced or special services

1. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission

by a signed "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate. The rate will be negotiated and authorized by the Chief of the Health System or designee and Contractor. Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.

2. Some San Mateo County residents may be admitted to facilities that have a day rehabilitation component. A day rehabilitation component and rate will be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
 3. San Mateo County residents admitted to Transitional Residential Programs will also be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Crestwood Facility" form, as appropriate.
- H. Except for Medi-Cal funded services, the terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.
- I. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions
- J. Monthly Reporting
1. Payment by County to Contractor shall be monthly. Contractor shall submit one monthly invoice to the County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include the facility name, client name, and a summary of services and charges for the month of service.
 2. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

- b. County approved form(s) which provide detailed description of services provided including but not limited to: patient names, number of patient days, daily negotiated rate, and type of service provided (Ex: Day Treatment, etc). Nonbillable clients referenced in Paragraph I.F. of this Exhibit B1 must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
3. Invoices shall be sent to:

Behavioral Health and Recovery Services
225 37th Avenue, 3rd Floor
San Mateo, CA 94403
 4. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- K. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
 - L. In the event this Agreement is terminated prior to June 30, 2018, the Contractor shall be paid for services already provided pursuant to this Agreement.
 - M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
 - N. Day Treatment Rehabilitative Services (Full-day) program
 1. For Day Treatment Rehabilitative Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and

- c. Documentation relating to each appropriate authorization.
 - 2. Day Treatment Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.
- O. Contractor shall submit to County a year-end cost report for Medi-Cal funded services no later than ninety (90) days after the end of each applicable fiscal year (June 30). This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- P. Beneficiary Billing
- For beneficiaries receiving Medi-Cal funded services, Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.
- Q. County May Withhold Payment
- For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.
- R. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 201__
Signed _____ Title _____
Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this Agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A1 of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established

in this Agreement.

- f. For each beneficiary with Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. of Exhibit A1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

End OF Exhibit B1

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Gary Zeyen**


Name of Contractor(s): **Crestwood Behavioral Health, Inc.**

Street Address or P.O. Box: **520 Capitol Mall, Suite 800,**

City, State, Zip Code: **Sacramento, Ca. 95814**

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: **Controller**

Date: **11/17/17**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."