

FIRST AMENDMENT 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, number BC 15-027, (previously referenced as number BC 14-025 is made by and between the **County of Santa Barbara** (County) and **Crestwood Behavioral Health Center, Inc.** (Contractor), for the continued provision of services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, except as modified by this First Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. **In Exhibit A, Statement of Work, add item 4: Statement of Work—Crestwood - Bridge Program, Bakersfield:**

STATEMENT OF WORK CRESTWOOD - BRIDGE PROGRAM BAKERSFIELD

1. **PROGRAM SUMMARY.** Contractor operates an intensive residential program at Crestwood Bridge Program, Bakersfield (hereafter "the Program") which provides twenty-four hour, seven days per week (24/7) mental health rehabilitation services, transitional residential care and room and board to adults (aged 18 and over) with Severe Mental Illness (SMI) who are at high risk for acute inpatient or hospitalization in an Institute for Mental Disease (IMD). The Program shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD). The Program will be located at 6744 Eucalyptus Drive, Bakersfield, California.
2. **PROGRAM GOALS.**
 - A. Stabilize and prepare clients, in all relevant skill areas, including education, socialization/ group interactions, and entertainment/ recreation, to live in less structured settings, such as room and boards, and apartments;
 - B. Maintain the client's residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;
 - C. Connect clients to social services and community resources;
 - D. Assist clients to develop independent living skills; including support for clients to develop skills necessary for self-care, medication management and use of community transportation;
 - E. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings;

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- F. Provide 24/7 in-person support to manage crisis;
 - G. Adopt a “whatever it takes” approach to preserve this placement as the client’s home until another home is located.
3. **SERVICES.** Contractor shall provide 24/7 rehabilitation, residential care and room and board for clients placed at the Program as described in Section 5, Referrals.
- A. **Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:
 - 1. Assisting clients in developing and maintaining knowledge of medications and compliance with medication treatment;
 - 2. Accessing and using laundry facilities (both in-home and coin-operated facilities);
 - 3. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;
 - 4. Practicing good personal hygiene including physical health, such as hygiene, prevention and management of medical condition(s);
 - 5. Scheduling and keeping appointments;
 - 6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.
 - B. **Skill Building.** Contractor shall provide skill building in social and recreational activities, including:
 - 1. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others;
 - 2. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living;
 - 3. Assisting clients to:
 - a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
 - b. Develop conversational skills;
 - c. Access activities that are cost-appropriate to the client’s budget;
 - 4. Assist clients in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning.

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- C. **Support Services.** Contractor shall assist clients to access needed community resources, including, but not limited to:
1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
 2. Financial entitlements;
 3. Social services;
 4. Legal advocacy and representation.
- D. **Budgeting.** Contractor shall assist client with developing individual budgets based on income and expenses and assisting clients with managing finances, including bill-paying and living on fixed incomes.
- E. **Cooking and Meal Planning.** Contractor shall assist clients develop skills related to cooking and meal planning, including:
1. Learning and developing healthy eating habits;
 2. Learning to maintain a safe and sanitary kitchen;
 3. Shopping for and preparing meals with the assistance of Program staff.
4. **CLIENTS.** Contractor shall provide the services described in Section 3 to an annual caseload of up to five (5) County clients. The Program is designed for individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of their symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of the population served will include individuals with SMI who are transitioning from IMDs, Acute Inpatient facility settings or other residential living settings.
- A. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by an assessment of level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI);
- B. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.
- C. County agrees that in the event individuals placed with Contractor are no longer conserved by County, contractor will be notified as to the change of Conservator status. County agrees to continue case management responsibility for any client whose Santa Barbara County conservatorship terminates while at Contractor's facility. County further agrees to work towards avoiding a non-conserved client leaving Contractor's facility and becoming a Kern County permanent resident. All efforts will be made to relocate such a client to County for placement.

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5. REFERRALS.

A. **POINT OF AUTHORIZATION.** The designated Point of Authorization (POA) for County is:

IMD Liaison
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Rd, Bldg. 3
Santa Barbara, CA 93110
Telephone: 805-681-5372
Facsimile: 805-681-5224

B. County POA shall submit a referral packet, described herein, to Contractor, requesting admission for each prospective client.

C. Contractor shall respond to referrals within five days from the date of receipt of the referral.

D. Contractor may interview any client referred by County and shall admit clients to Contractor's program unless compelling clinical circumstances exist that contraindicate admission, subject to the admission and authorization criteria described in Section 4 - Clients, or if space is not available in the Program.

E. Contractor shall admit clients seven (7) days per week;

F. Contractor shall admit and provide services to clients referred by County in order for those services to be reimbursed by County.

G. ADMISSION PROCESS.

1. County Clinical Liaison shall thoroughly review open cases to determine those appropriate for placement. Clients from IMDs or higher level of care shall be prioritized for placement.

2. County Clinical Liaison shall send the Referral Packet, described in Section 5.H, for the selected client to Contractor.

3. Contractor shall respond to referrals within five (5) days from the date of receipt of the referral.

4. Contractor shall interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.

5. In the event a referral is not accepted per Section 5.I, Contractor shall notify County in writing of the reason for not accepting the referral.

H. **REFERRAL PACKET.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated, which shall contain the following items:

1. A copy of the County referral form;

2. A client face sheet;

3. A copy of the most recent comprehensive assessment and/or assessment update;

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4. A copy of the most recent medication record and health questionnaire;
5. A copy of the currently valid Coordination and Service Plan indicating the goals for client enrollment in the Program and which names Contractor as service provider;
6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet; Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility;
7. Other documents as reasonably requested by County.

- I. **EXCLUSION CRITERIA AND PROCESS.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the ADMHS Division Chief in collaboration with Contractor: individual's recent history (within six (6) months) of, or facing charges of, violent crime or sexual predation; individuals with restricted health conditions as defined by CCLD and those who are not classified as "ambulatory"; individuals with Anti-Social Personality Disorder.

6. DOCUMENTATION REQUIREMENTS.

- A. **ADMHS Coordinated Service Plan.** The ADMHS Clinical Team shall complete a Coordinated Service Plan in collaboration with Contractor for each client receiving Program services within thirty (30) days of enrollment into the Program. The ADMHS Coordinated Service Plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The ADMHS Coordinated Service Plan shall include:
 1. Client's recovery goals or recovery vision, which guides the service delivery process;
 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
 3. Interventions planned to help the client reach their goals.
- B. Contractor shall provide services as determined by each client's Coordinated Service Plan and Action Plan. The Action Plan shall list small steps the client can take toward achieving the overall goals of the client's Coordinated Service Plan. Copies of clients' Action Plans shall be provided to County upon completion and upon any further updates or revisions, as applicable.
- C. Contractor shall work with County to develop goals for encouraging clients to move to lower levels of supportive housing or community support.
- D. **Case Review.** Contractor and County shall review cases every thirty (30) days, to include treatment plan development, effectiveness of interventions and discharge planning. There shall be regular and as needed contacts between Contractor and County liaison/ care coordinator service staff, with County direct service staff attending Contractor's clinic staff meetings when possible to coordinate services for clients.

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7. **DISCHARGE PLAN.** The ADMHS Clinical Team shall work closely with each client and with Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals.
 - A. County shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan. Contractor and County shall collaborate in planning for discharge and transition;
 - B. Clients and their families shall be involved as much as possible in the discharge and graduation process;
 - C. Contractor shall notify County within five (5) days of any pending discharge;
 - D. County shall receive a copy of the final discharge plan;
 - E. Contractor shall notify County of final discharge date within one (1) business day.
 - F. Residential clients may be discharged by Contractor according to CCLD requirements.
8. **PERFORMANCE.** Contractor shall adhere to ADMHS requirements, the Mental Health Plan, and all relevant provisions of the California Code of Regulations, Title 9, Division 1.
9. **STAFF.**
 - A. Staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.
 - B. Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.
 - C. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff separates from employment or is terminated from working under this Agreement.
 - D. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
 - E. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
 - F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.
 - G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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10. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Alcohol, Drug, and Mental Health Services (ADMHS) Quality Assurance/Utilization Management (QA/UM) Division, upon request.
- B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event the license status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

11. **REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or applicable agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

12. **CLIENT AND FAMILY MEMBER EMPOWERMENT.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

13. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

14. STANDARDS.

- A. Contractor agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Exhibit D, Organizational Service Provider Site Certification.
- B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.
- C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

15. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires authorization from patient, patient representative, or a judge signed court order if patient authorization unavailable, prior to any release of information related to patient's medical data including psychiatric treatment records). Patient records must comply with all appropriate State and Federal requirements.

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16. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.
- B. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services;
- C. Contractor shall maintain Spanish bilingual capacity with the goal of filling 40% of direct service positions with bilingual staff in County's second threshold language, Spanish. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must be printed in Spanish (second threshold language).
- E. Services and programs offered in English must also be made available in Spanish.
- F. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County, as applicable.

17. NOTIFICATION REQUIREMENTS.

- A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).
- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.
- D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

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18. UTILIZATION REVIEW.

- A. Contractor agrees to abide by County Quality Management standards, provided in Attachment A, and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review; client survey; and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
- B. Contractor shall identify a senior staff member who will be the designated ADMHS QA/UM contact and will participate in monthly or quarterly provider QA/UM meetings, to review current and coming quality of care issues.

19. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

II. Delete Section II - Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with:

The Maximum Contract Amount, inclusive of the services rendered under this Amendment, shall not exceed \$1,000,000 per year, for a total contract amount during the term of Agreement of \$3,000,000. Notwithstanding any other provisions of this Agreement, in no event shall the County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, without a properly executed amendment.

III. In Exhibit B, Financial Provisions, Section III – Per Diem Rate, replace the first paragraph with the following:

County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement, as specified in Exhibit B-1. "Per Diem Rate" means a daily rate paid for reimbursable IMD Services or for Transitional Residential services for a client for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement, except for transportation services on the day of admission and discharge to and from Contractor's facility.

IV. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

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**Exhibit B-1
Schedule of Rates**

**EXHIBIT B-1
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Crestwood Behavioral Health



FISCAL YEAR: 2014-15, 2015-16, 2016-17

Facility	Service Level	Basic*	Enhanced	Maximum Daily Rate
Redding	SNF-STP Basic	\$185.60		\$185.60
	SNF-STP Augmented	\$185.60	\$10.00	\$195.60
	SNF-STP Complex I **	\$185.60	\$20.00	\$205.60
	SNF-STP Complex II **	\$185.60	\$40.00	\$225.60
	SNF-STP Complex III **	\$185.60	\$50.00	\$235.60
San Jose	Level 1			\$236.00
	Pregnant			\$246.00
Bakersfield	Level 1			\$239.00
	Level 2 (1:1 Supervision)			\$530.00
Bakersfield Bridge - Kern	Community Care Center/CCLD			\$160.00
Maximum Contract Amount FY 14-15				\$1,000,000
Maximum Contract Amount FY 15-16				\$1,000,000
Maximum Contract Amount FY 16-17				\$1,000,000
Total Contract Maximum July 1, 2014 through June 30, 2017				\$3,000,000

CONTRACTOR SIGNATURE: _____

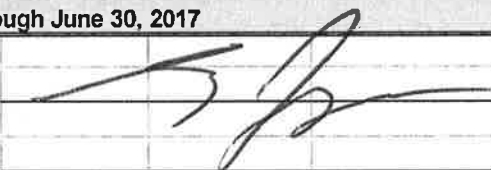
STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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**Exhibit B-1
Schedule of Rates**

EXHIBIT B-1				
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES				
SCHEDULE OF RATES AND CONTRACT MAXIMUM				
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR:	2014-15, 2015-16, 2016-17	
Facility	Service Level	Basic*	Enhanced	Maximum Daily Rate
Redding	SNF-STP Basic	\$185.60		\$185.60
	SNF-STP Augmented	\$185.60	\$10.00	\$195.60
	SNF-STP Complex I **	\$185.60	\$20.00	\$205.60
	SNF-STP Complex II **	\$185.60	\$40.00	\$225.60
	SNF-STP Complex III **	\$185.60	\$50.00	\$235.60
San Jose	Level 1			\$236.00
	Pregnant			\$246.00
Bakersfield	Level 1			\$239.00
	Level 2 (1:1 Supervision)			\$530.00
Bakersfield Bridge - Kern	Community Care Center/CCLD			\$160.00
Maximum Contract Amount FY 14-15				\$1,000,000
Maximum Contract Amount FY 15-16				\$1,000,000
Maximum Contract Amount FY 16-17				\$1,000,000
Total Contract Maximum July 1, 2014 through June 30, 2017				\$3,000,000
CONTRACTOR SIGNATURE:				
STAFF ANALYST SIGNATURE:				
FISCAL SERVICES SIGNATURE:				

V. All other terms of the Agreement remain in full force and effect.

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SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Crestwood Behavioral Health Center, Inc..

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on July 1, 2014.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy

Date: _____


Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH CENTER,
INC.

By:  _____
Director

By: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By:  _____

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SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Crestwood Behavioral Health Center, Inc..

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on July 1, 2014.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH CENTER,
INC.

By: 
Date: 8/25/2014

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____



AGENDA LETTER

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: ADMHS
Department No.: 043
For Agenda Of: 7-1-14
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Takashi Wada, MD, MPH, Interim Director
Director(s) Alcohol, Drug and Mental Health Services, 681-5220
Contact Info: Michael Evans, CFO/Assistant Director of Finance, 681-5220
SUBJECT: ADMHS FY 14-15 Contracts – Acute/IMD Contracts

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- 1) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Aurora Vista del Mar Hospital (not a local vendor), for the provision of Acute Inpatient Services, for a total contract amount not to exceed \$2,300,000 through June 30, 2015.
2) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Merced Behavioral Center (not a local vendor), an institution for mental disease, for a contract amount not to exceed \$200,000 per year, for a total contract of \$600,000 through June 30, 2017.
3) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Crestwood Behavioral Health Center, Inc. (not a local vendor), an institution for mental disease, for a contract amount not to exceed \$1,000,000 per year, for a total contract of \$3,000,000 through June 30, 2017.
4) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Davis Guest Home (not a local vendor), an enhanced board and care, for a contract amount not to exceed \$156,000 per year, for a total contract of \$468,000 through June 30, 2017.

05-2 30, 2017

- 5) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Psynergy Programs, Inc.** (not a local vendor), for the provision of adult residential mental health services, for a contract amount not to exceed **\$500,000 per year, for a total contract of \$1,500,000** through June 30, 2017.
- 6) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Sierra Vista Rehabilitation Center** (not a local vendor) an institution for mental disease, for a contract amount not to exceed \$250,000 per year, for a total contract of **\$750,000** through June 30, 2017.
- 7) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Sylmar Health and Rehabilitation Center** (not a local vendor) an institution for mental disease, for a contract amount not to exceed \$600,000 per year, for a total contract of **\$1,800,000** through June 30, 2017.
- 8) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

The Alcohol, Drug and Mental Health Services (ADMHS) Department provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part through contracted providers including Community-Based Organizations (CBOs). Approval of the recommended actions will allow ADMHS to continue to provide mandated mental health, substance use, and ancillary services. ADMHS is including the above contracts as part of one board letter to allow the Board of Supervisors and the public to get a full picture of the major (over \$100,000) providers of the highest levels of care for ADMHS clients, including Acute Psychiatric Hospitals, Institutions for Mental Disease (IMDs) and IMD-alternative facilities.

Background:

Institutions for Mental Disease (IMD): ADMHS provides a continuum of services, including inpatient treatment services to best meet the needs of individuals with severe mental illness. IMDs are facilities including hospitals, nursing facilities, or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment, or care of persons with mental illness, including medical attention, nursing care, and related services. Due to the Federal IMD Exclusion, these services are not reimbursable by Medi-Cal for clients between the ages of 21 and 65. There are a limited number of these highly structured residential treatment services in California and none in Santa Barbara County. ADMHS examines the current caseload and historical use of IMD facilities in order to project the following year's contract amounts within the Department's budget constraints. ADMHS contracts with IMDs that are licensed as Acute Psychiatric Hospitals (Aurora Vista del Mar), Skilled Nursing Facilities with Special Treatment Patches (Merced Behavioral Center, Crestwood Health and Rehabilitation Center, Sierra Vista Rehabilitation Center, and Sylmar Health and Rehabilitation Center), and Mental Health Rehabilitation Centers (some Crestwood facilities). Acute Psychiatric Hospitals are used only for clients with emergency mental health needs meeting the criteria of Welfare and Institutions Code (WIC) Section 5150, and rates are significantly higher due to the hospital license, versus other types of

IMDs, which are locked facilities used to treat ongoing psychiatric needs. Due to limited bed availability at each IMD, ADMHS contracts with a number of IMDs throughout the State.

ADMHS also contracts with IMD-alternative facilities, which are unlocked facilities providing highly structured residential programs for clients transitioning out of IMDs.

Contractor	Approx. # of Beds (per day)	Summary
Aurora Vista del Mar	9	Aurora Vista is the primary acute psychiatric inpatient hospital providing services to County clients in need of hospitalization when Santa Barbara County Psychiatric Health Facility (PHF) is at capacity. Individuals are admitted involuntarily if they are determined to be a danger to themselves or others or gravely disabled pursuant to Welfare and Institutions Code §5150, and meet medical necessity criteria, as defined in the California Code of Regulations Title 9 §1820.205. Aurora Vista provides psychiatric inpatient hospital services such as psychiatric assessment, medication management, individual and group psychotherapy, and intensive one to one supervision, as appropriate. ADMHS is continuing to utilize the services of Aurora Vista del Mar at the current bed usage for an additional year while ADMHS analyzes the effects of changes to the ADMHS crisis system on the need for acute psychiatric inpatient hospitalizations.
Merced Behavioral Center	3	Merced Behavioral Center, located in Merced County, provides intensive psychiatric mental health treatment, medical assessment, diagnosis, and monitoring in a locked setting.
Crestwood Behavioral Health Center, Inc.	14	Crestwood facilities, located in Kern, Shasta and Santa Clara counties, provides intensive psychiatric mental health treatment, medical assessment, diagnosis, and monitoring, and treatment groups for clients, including those diagnosed with co-occurring disorders, in locked facilities. These skill-building and symptom management services are designed to support clients in returning to community living as soon as possible.
Davis Guest Home	5	Davis Guest Home is located in Modesto and provides residential treatment services to adult clients as a step down from IMDs. Davis Guest provides residents with support to enhance activities of daily living skills such as hygiene, budgeting, use of public transportation, and meal planning and food preparation; and opportunities to participate in socialization/ group interaction activities.

Contractor	Approx. # of Beds (per day)	Summary
Psynergy Programs, Inc.	10	Psynergy, with facilities located in the Bay Area, provides residential treatment services to adult clients as a step down from IMDs. Psynergy works with clients in IMDs to identify clients who may be ready to step down to a lower level of care, then works to step clients down through three progressions of residential care, with the eventual goal of equipping clients to return to Santa Barbara County to live independently.
Sierra Vista Rehabilitation Center	4	Sierra Vista, located in San Bernardino County, is a locked psychiatric facility for adults with severe mental illness. This IMD provides a structured, comprehensive therapeutic milieu of individual and group counseling, psycho-educational rehabilitation groups and classes, support groups, and recreational activities. Sierra Vista's program is one of the few residential treatment programs in the United States sensitive to the treatment needs of deaf/hearing-impaired residents with chronic, severe and persistent mental illness.
Sylmar Health and Rehabilitation Center	8	Sylmar is a locked facility for adults with severe mental illness located in Los Angeles County. Sylmar provides intensive psychiatric mental health treatment, medical assessment, diagnosis and monitoring, and treatment groups for clients, including those diagnosed with co-occurring disorders. This facility is able to accommodate medically complex or fragile individuals.

Key Contract Risks:

There is risk that the number of contracted IMD and IMD-alternative beds may increase beyond what the department has projected. In that case, the department would return to the Board of Supervisors to request an increases to the contract maximums where needed.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized</u> <u>On-going Cost:</u>	<u>Total One-Time</u> <u>Project Cost</u>
General Fund			
State	\$ 4,956,000.00		
Federal	\$ 50,000.00		
Fees			
Other:			
Total	\$ 5,006,000.00	\$ -	\$ -

Narrative:

The above referenced contracts are funded by State and Federal funds. The funding sources are included in the FY 2014-15 Adopted Budget. Execution of these contracts will not increase the use of general fund dollars by ADMHS.

Special Instructions:

Please send one (1) complete copy of each executed contract and one (1) minute order to:

Alcohol, Drug and Mental Health Services
 Attn: Contracts
 300 North San Antonio Road, Bldg 3
 Santa Barbara, CA 93110

Attachments:

1. Aurora Vista del Mar Contract
2. Merced Behavioral Center Contract
3. Crestwood Contract
4. Davis Guest Home Contract
5. Psynergy Contract
6. Sierra Vista Contract
7. Sylmar Contract

