

SECOND AMENDMENT 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second 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 Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014 and the First Amendment approved by the County Board of Supervisors in September 2014, except as modified by this Second Amended Contract. All references to the Agreement herein are to the Agreement as modified by the First Amendment and the Second Amended Contract.

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

I. Delete Table of Contents of Exhibit A, Statement of Work, and replace with the following:

This EXHIBIT A includes:

1. Exhibit A - Statement of Work
 - a) Exhibit A-1 – Statement of Work – Institutions for Mental Disease (IMD)
 - b) Exhibit A-2 – Statement of Work – Intensive Residential Programs
 - c) Exhibit A-3 – Statement of Work – Psychiatric Health Facilities (PHF)
2. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards
3. Attachment D – Organizational Service Provider Site Certification

II. Delete Part 1 of Exhibit A, Statement of Work, and replace with the following:

Exhibit A

Statement of Work

1. 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,

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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, in duplicate, to ADMHS Quality Assurance/ Utilization Review (QA/UR), upon request.

- B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event license status 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.

2. REGULATORY COMPLIANCE.

Contractor shall comply with all applicable Federal Medicaid laws, regulations, and guidelines, and all applicable State statutes and regulations as related to the provision of services as set forth and described in the Exhibits A-1 through A-3, Statement of Work. Contractor shall adhere to 42 United States Code (USC) § 1395b-2. Contractor shall sign and maintain a Medi-Cal provider agreement with the State Department of Health Care Services. Contractor shall maintain Medi-Cal and Medicare certification, State licensure, and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) accreditation. Contractor shall post in a conspicuous place a copy of "Notice to All Medi-Cal Beneficiaries in Need of Psychiatric Inpatient Services" as required by the State of California Department of Health Care Services, and detailed in the Department of Mental Health Information Notice 95-08. Contractor agrees to adhere to ethical principles published in the Joint Commission's Code of Conduct.

3. NOTIFICATION REQUIREMENTS.

- A. Contractor shall immediately notify Quality Care Management (QCM) at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital; or
 - 4. Other action instituted which affects staff's license/certification or practice (for example, sexual harassment accusations);
 - 5. Any event triggering Incident Reporting, as defined in ADMHS Policy and Procedure #28, Unusual Occurrence Incident Report.
- B. Contractor shall immediately contact the ADMHS Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Contractor's control;
 - 2. Legal suits initiated specific to the Contractor's practice;
 - 3. Initiation of criminal investigation of the Contractor; or

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4. HIPAA breach.
 - C. For programs that work in collaboration with ADMHS to provide care, Contractor shall immediately notify the client's ADMHS Case Manager or other ADMHS staff involved in the client's care, or the applicable Regional Manager should any of the following occur: 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.
 - D. Contractor may contact admhscontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
 - E. "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.
4. **UTILIZATION REVIEW.** 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 standards and practices, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.
5. **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. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site reviews of Contractor's patient charting.
6. **POLICIES AND PROCEDURES.** The Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements.
7. **STAFF.**
 - A. **TRAINING.**
 1. Staff shall be trained and skilled at working with persons with 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.
 2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients.
 - B. Staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.
 - C. Contractor shall conduct a check of all clinical and support staff against the Centers for Medicare and Medicaid Services (CMS) Exclusions List and staff found to be on this list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.

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- 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 of whether the Contractor's staff passes or fails the background clearance investigation.
- E. 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.

8. REPORTS.

- A. **SERVICE LEVEL REPORTS.** Contractor shall track required data elements, which include: units of service, the number of clients admitted to the Program(s), unique clients served, total number of clients discharged and number of clients discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, upon request from County.
- B. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Health Care Services on forms provided. 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.

9. **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.

10. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and ensuring claims for reimbursement of services are submitted to the appropriate entity as described in Exhibit B.

11. 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 Attachment 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(s) and shall provide annual disaster training to staff.

12. **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.

13. CULTURAL COMPETENCE.

- A. If requested by County, Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families, including:

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1. The number of Bilingual and Bicultural staff, and 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. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served.

14. DEFINITIONS.

- A. **BASIC:** Basic service levels specified in Exhibit B-1 offer the minimum amount of care required to comply with licensing requirements for Skilled Nursing Facilities (SNFs) and Mental Health Rehabilitation Centers (MHRCs).
- B. **AUGMENTED:** Augmented service levels specified in Exhibit B-1 offer a minimum amount of additional service on top of the Basic services required.
- C. **COMPLEX I-III:** Complex I-III offers increasingly enhanced services for clients at higher acuity levels, with Complex I being the lower and III being the highest.
- D. **SUB-ACUTE:** This is the highest level of care offered to clients before they must be hospitalized.
- E. **CONVERSION:** IMD Program Services (described in Exhibit A-1), provided to clients requiring a private room due to their symptoms being escalated when roomed with other clients.
- F. **MHRC LEVEL 1 – 4:** MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the lower and 4 being the highest.
- G. **Indigent:** Refers to services described in Exhibit A-1 to A-3, provided to clients without benefits such as Medi-Cal, Medicare, and Social Security Insurance.
- H. **Residential Care Facilities for the Elderly:** facilities that meet the requirements specified in Exhibit A-1 or A-2, but offer a slower-paced program for older residents, and are better suited to address age-related medical problems.

Exhibit A-1 IMD Programs

1. **PROGRAM SUMMARY.** Contractor provides physician services, nursing, pharmaceutical services, dietary services, and an activity program in an inpatient setting, hereafter as used in this Exhibit A-1, “the Program,” to Santa Barbara County residents with serious mental illness (SMI) and serious emotional disturbances (SED), The Program shall be licensed as a Mental Health Rehabilitation Center (MHRC) or a Skilled Nursing Facility (SNF) with a Special Treatment Program (STP) certification. The Program shall be classified as an Institution for Mental Disease (IMD), defined in Title 42, Code of Federal Regulations (CFR) 435.1010, as a hospital, nursing facility, or other institution of more than 16 beds, that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. The Program is headquartered at 520 Capitol Mall, Sacramento, California.

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2. SERVICES.

A. Contractor shall provide diagnosis, treatment, or care of clients with mental diseases, including medical attention, nursing care, and related services, in one of the following facility types.

1. Mental Health Rehabilitation Center (MHRC) means a 24-hour facility, licensed by the California Department of Mental Health, which provides intensive support and rehabilitation services designed to assist persons, 18 years or older, with mental disorders who would have been placed in a state hospital or another mental health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning, as defined in Title 9 California Code of Regulations (CCR) § 782.34. Services shall include physician, nursing, dietary, pharmaceutical services, a rehabilitation program and an activity program and shall adhere to the requirements specified in Title 9 CCR, Division 1, Chapter 3.5.
2. Skilled Nursing Facility (SNF) means a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program, as defined in Title 22 CCR § 72103. Services shall adhere to the requirements specified in Title 22 CCR Division 5, Chapter 3.

SNFs provide a Special Treatment Program (STP) serving clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. STP services are those therapeutic services, including prevocational preparation and prerelease planning, provided to mentally disordered persons having special needs in one or more of the following general areas: self-help skills, behavioral intervention training, interpersonal relationships, as defined in Title 22 CCR, §§ 72443, 72445. Services shall adhere to the requirements specified in Title 22 CCR, Division 5, Chapter 3, §§ 72443-72475.

- i. SNF/Neurobehavioral Programs meet the requirements specified in 2.A.2 above, and are also able to treat geriatric individuals, and individuals with organic disorders and neuro trauma. In addition to the services specified in 2.A.2 above, these programs offer neurobehavioral support, behavioral management, and Dementia and Alzheimer's care.

B. Transportation of clients to and from Contractor's facility will be provided or arranged by County.

3. **CLIENTS.** The programs and services described in Section 2 shall be provided to individuals with SMI or SED (hereafter "clients") who are:

A. 1. Medi-Cal beneficiaries, as described in Title 22, CCR, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. Services provided by Contractor to Medi-Cal beneficiaries are covered by Medi-Cal, except for the Enhanced Rate specified in Exhibit B-1, and subject to the conditions in Title 9 CCR § 1840.312, as follows:

- i. The beneficiary is 65 years of age or older, or
- ii. The beneficiary is under 21 years of age, or
- iii. The beneficiary was receiving such services prior to his/her twenty-first birthday and the services are rendered without interruption until no longer required or his/her twenty-second birthday, whichever is earlier.

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- iv. Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to Contractor directly by the State's fiscal intermediary, as described in Exhibit B;

OR

2. Uninsured individuals, or Medi-Cal beneficiaries over the age of 21 and under 65, who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the County, as described in Exhibit B.

- B. To be eligible for Mental Health Rehabilitation Center services, the client must be considered seriously and persistently mentally disabled, who otherwise would be placed in a state hospital or other mental health facility, and for whom such a setting is the least restrictive alternative available to meet their needs, as specified in Title 9 CCR § 784.26.
- C. To be eligible for SNF-STP Program services, the client's condition should be responsive to SNF-STP Program services and prohibitive to placement in a SNF, as specified in Title 22 CCR § 72443.

4. REFERRAL AND ADMISSION PROCESS.

- 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 calendar 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 3 - Clients, or if space is not available in the Program.
- E. **REFERRAL PACKET.** Prior to admission, County shall provide, and after admission, Contractor shall maintain within its files (hard copy or electronic), the following documentation for each client:
 - 1. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
 - 2. A copy of the most recent comprehensive assessment and/or assessment update;
 - 3. A copy of the most recent medication record and health questionnaire;
 - 4. A copy of the currently valid Client Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider.

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5. DOCUMENTATION REQUIREMENTS.

A. ADMISSION REPORT

1. For MHRCs, Contractor shall complete the following documents upon admission, pursuant to Title 9 CCR § 786.11:
 - i. Contractor shall complete an admission agreement, signed by the client or authorized representative, describing the services to be provided and the expectations and rights of the client regarding Program rules, client empowerment and involvement in the Program, and fees. The client shall receive a copy of the signed admission agreement.
 - ii. Contractor shall prepare an initial written assessment of each client within fifteen days of admission, unless a similar assessment has been done by the referring agency within thirty days prior to admission.
 - iii. Contractor shall complete a comprehensive individual mental health evaluation, signed by a licensed mental health professional, within 30 days of admission.
2. For SNF-STP and SNF/Neurobehavioral Programs, Contractor shall complete the following:
 - i. Contractor's physician shall complete a client evaluation including a written report of a physical examination within five days prior to admission or within 72 hours following admission, as described in Title 22 CCR § 72303.
 - ii. Contractor's nursing staff shall complete an initial assessment commencing at the time of admission of the client and completed within seven days after admission, as described in Title 22 CCR § 72311 and § 72471.
 - iii. Contractor's facility staff shall complete an initial evaluation and assessment of client's medical, nursing, dietetic, social, and physical needs within 15 days of admission unless an evaluation has been done by the referring agency within 30 days prior to admission to the facility, as described in Title 22 CCR § 72451(b).
 - iv. Within 45 days of admission, each client admitted shall have a psychological evaluation and assessment by the appropriate discipline, as described in Title 22 CCR § 72451(c).

B. TREATMENT PLAN. Contractor shall complete a treatment plan, signed by a physician, for each client receiving Program services. The treatment plan shall include:

1. Client's strengths and personal recovery goals or recovery vision, which guides the service delivery process;
2. Goals/Objectives which clearly address the mental health condition for which the client is being treated;
3. Goals/Objectives which are observable and/or measureable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the condition;
4. Interventions planned to help the client reach their goals.

6. DISCHARGE PLANNING.

- #### A. DOCUMENTATION.
- Contractor shall coordinate discharge planning with County's designated staff. Prior to discharge, Contractor shall prepare a written discharge summary which shall include an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans, as specified in Title 9 CCR § 786.15 (f).

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- B. **MEDICATION.** Upon discharge, Contractor agrees to provide all County clients with 1) a seven (7) day supply and a prescription for a 30 day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.

Exhibit A-2 STATEMENT OF WORK Intensive Residential Programs

1. **PROGRAM SUMMARY.** Contractor operates intensive residential programs throughout California (hereafter as used in this Exhibit A-2, "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 headquartered at 520 Capitol Mall, Suite 800, Sacramento, 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 with development of 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;
 - 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);

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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
- 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 with developing skills related to cooking and meal planning, including:
1. Learning and developing healthy eating habits;

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2. Learning to maintain a safe and sanitary kitchen;
 3. Shopping for and preparing meals with the assistance of Contractor staff.
- F. Services specified in Section 3, A-E above shall be provided to all clients in Contractor's Adult Residential Facilities. In addition, Contractor offers the following enhanced programs:
1. Day Treatment: These programs offer more structured hours of service, including therapy and rehabilitation services, than offered to clients in the basic Adult Residential Facility program.
 2. Bridge: These programs offer the highest level of structured services, targeted at clients stepping down from IMD-level services.
4. **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. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.
 - B. 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 permanent resident of the county where the program facility is located. 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 calendar (5) days from the date of receipt of the referral.
 4. Contractor shall interview clients referred by County. Referrals may also require Community Care Licensing Division (CCLD) approval if there is an exception needed for admission for residential treatment.
- 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 listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
 3. A copy of the most recent comprehensive assessment and/or assessment update;
 4. A copy of the most recent medication record and health questionnaire;

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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.

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 Contractor 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.

Exhibit A-3 STATEMENT OF WORK Psychiatric Health Facilities

1. **PROGRAM SUMMARY.** Contractor shall provide Psychiatric Inpatient Hospital Services (hereafter as used in this Exhibit A-3, "Hospital") to clients that are referred by County. These services shall include routine hospital services and all hospital-based ancillary services.
2. **SERVICES.** Contractor shall provide the following services:
 - A. "Psychiatric Inpatient Hospital Services" which includes both acute psychiatric inpatient hospital services and administrative day services provided in a general acute psychiatric inpatient hospital, or a free-standing psychiatric hospital which are certified by Department of Health Care Services to be Medi-Cal providers or a psychiatric health facility that is licensed by the Department and certified by the Department of Health Care Services as a Medi-Cal provider of hospital services.
 - B. "Routine Services" which includes bed, board and all medical, nursing and other support services usually provided to an individual by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or psychiatrist or psychologist services. Rates for these services are specified in Exhibit B-1 to this Agreement.
 - C. "Hospital-Based Ancillary Services" are services that are received by an individual admitted to a Psychiatric Inpatient Hospital, other than routine services. Rates for these services are not specified in Exhibit B-1 and will be billed separately to County by the provider of the Hospital-Based Ancillary Service.
 - D. Psychiatric inpatient hospital professional services for either psychiatric or medical inpatient professional services are included in the Contractor's Per Diem Rate.
 - E. Pharmaceuticals. Contractor will provide pharmaceutical medications.

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3. **CLIENTS.** Contractor shall provide the services described in Section 2 to Medi-Cal beneficiaries over the age of 18, as defined in California Code of Regulations (CCR) Title 22, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7, who meet all of the following criteria:

A. Have Santa Barbara County named as the County of responsibility in the State of California Medi-Cal Eligibility Data System (MEDS);

B. Meet medical necessity criteria for Psychiatric Inpatient Hospital Services, as described in CCR Title 9, §1820.205;

AND

C. Are referred by County subject to the admission and authorization criteria described in Section 4.

4. **AUTHORIZATION PROCESS.**

A. Authorization for Emergency Admissions. An Emergency Admission is an admission to Contractor's facility for Hospital services due to an individual's emergency psychiatric condition.

1. For Medi-Cal covered Psychiatric Inpatient Hospital Services provided to clients referred by County:

a. The client meets the criteria for medical necessity in CCR Title 9 §1820.205 and due to a mental disorder, is:

(i) A danger to self or others, or

(ii) Immediately unable to provide for, or utilize food, shelter or clothing;

b. County shall provide documentation demonstrating medical necessity that is approved by County's Utilization Review Staff for the first 24 hours of admission.

2. For Medi-Cal covered Psychiatric Inpatient Hospital Services for clients that present to Contractor without referral from County:

a. Prior to admission, Contractor shall ensure that the client meets the criteria for medical necessity in CCR Title 9 §1820.205 and due to a mental disorder, is:

(i) A danger to self or others, or

(ii) Immediately unable to provide for, or utilize food, shelter or clothing,

b. Contractor shall notify County within 10 days from the client's presentation for emergency services. Claim Forms may be denied for failure of timely notification if the notification is provided more than 10 calendar days from the presentation for emergency services.

3. Contractor shall provide County with written documentation certifying that the client met the criteria specified in this Section 4 at the time of admission and on the day of admission (CCR Title 9 §1820.225).

B. Authorization for Continued Stay Services. Continued Stay Services are Psychiatric Inpatient Hospital Services which occur after admission. Contractor shall provide County with written

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documentation of the following circumstances in order to obtain authorization for client's continued stay:

1. Continued presence of impairments that meet the medical necessity criteria described in CCR Title 9 §1820.205(a);
2. Serious adverse reaction to medication, procedures, or therapies requiring continued hospitalization;
3. Presence of new impairments that meet the medical necessity criteria described in CCR Title 9 §1820.205(a);
4. Need for continued medical evaluation or treatment that can only be provided if the client remains in a Psychiatric Inpatient Hospital unit.

C. Authorization for Administrative Day Services. Administrative Day Services are those authorized by the Point of Authorization (POA,) described in this Exhibit A-3, section C.4, for an individual residing in a Psychiatric Inpatient Hospital when, due to a lack of residential placement options at appropriate, non-acute treatment facilities as identified by County, the individual's stay at the Psychiatric Inpatient Hospital must be continued beyond the individual's need for Psychiatric Inpatient Hospital Services. To ensure proper payment authorization for Administrative Day Services, Contractor shall provide County with 24-hours advance notice and written documentation of the following:

1. During the hospital stay, the client has met medical necessity criteria for reimbursement of Psychiatric Inpatient Hospital Services;
2. An order by the attending psychiatrist placing the patient on administrative status on the order sheet of the medical record;
3. There is no appropriate non-acute facility in a reasonable geographic area and Contractor documents contacts with a minimum of five (5) appropriate facilities per week. QA/UM may waive the requirements if there are less than five (5) appropriate, non-acute treatment facilities available as placement options for the client. In no case shall there be less than one (1) contact per week. The documentation must include the status of the placement option, the date of contact, and the signature of the person making the contact, and an order by the attending physician.
4. The County's POA for services described in this Exhibit A-3 is:

Quality Care Management (QCM)

Santa Barbara County

Alcohol, Drug, and Mental Health Services 315 Camino del Remedio #257

Santa Barbara, CA 93110

Telephone: 805-681-5113

Facsimile: 805-681-5117

D. Authorization for Planned Admissions. A Planned Admission is an admission to Contractor's facility for Hospital services for the purpose of providing medically necessary treatment that cannot be provided in another setting or a lower level of care and is not an emergency admission.

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To ensure proper payment authorization for Planned Admissions, Contractor shall provide County with 24-hours advance notice, timely notification, and written documentation of the following:

1. The client requires medically necessary treatment that cannot be provided in another setting at a lower level of care but which does not constitute an emergency admission;
2. Pre-authorization by County through submission of a Claim Form demonstrating medical necessity that is approved by County's Utilization Review Staff for the first 24 hours of admission;
3. Authorization for payment for the remaining hospital stay shall be determined retroactively by QA/UM.

5. DISCHARGE PLANNING.

- A. Contractor will coordinate transportation for clients from Contractor's facility to their home/placement, at the time of discharge from Contractor's facility. In the event that private transportation cannot be arranged, County will advise Contractor of approved alternate transportation methods and will be responsible for payment for those services.
- B. Contractor will coordinate aftercare follow-up for all clients with client, Contractor staff, County and significant other(s), including family members and other treating professional staff, as appropriate. County will designate staff to serve as primary contact for discharge planning purposes and provide updated information regarding appropriate resources available for clients being discharged.
- C. Medications.
 1. Upon discharge, Contractor agrees to provide all County clients with 1) a seven (7) day supply and a prescription for a 30 day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.
 2. At time of discharge, Contractor and County's QA/UM liaison will review any cases of uncovered medications and determine the appropriate method to provide them, such as alternate resources for filling discharge medications or written prescriptions.

III. In Exhibit B, Financial Provisions, replace the first introductory paragraph with the following:

This Agreement provides for reimbursement for services as specified in the Exhibit As to this Agreement, up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

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IV. 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 **\$1,200,000** for FY 14-15, **\$1,000,000** for FY 15-16, and **\$1,000,000** for FY 16-17, for a total contract amount during the term of Agreement not to exceed **\$3,200,000**. 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.

V. 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 Program Services, for Intensive Residential services, or Psychiatric Health Facility 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, physician services, pharmacy, and other ancillary medical services. Other rates for special circumstances, besides those listed in Exhibit B-1, may be agreed to in writing by the ADMHS Director and the individual program's administrator.

For licensed Skilled Nursing Facilities, except as approved by the California Department of Health Care Services pursuant to Title 9 CCR § 1810.438, the rate for the services described herein shall be the rate established by the State Department of Health Care Services, plus the "Enhanced Rate" if specified in Exhibit B-1, and in accordance with Title 22 CCR, §§ 51510, 51511, and 51511.1, 51535, and 51535.1.

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

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EXHIBIT B-1					
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES					
SCHEDULE OF RATES AND CONTRACT MAXIMUM					
(this table applicable to services described in Exhibit A-1, IMD Services)					
CONTRACTOR NAME:		Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17		
Facility	Service Level	Basic*	Enhanced	Maximum Daily Rate	
Redding	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	
Vallejo	SNF-STP Augmented	\$185.60	\$17.00	\$202.60	
	SNF-STP Complex I **	\$185.60	\$30.00	\$215.60	
	SNF-STP Complex II **	\$185.60	\$50.00	\$235.60	
	SNF-STP Complex III **	\$185.60	\$80.00	\$265.60	
Stockton	SNF-STP Augmented		\$30.00	\$30.00	
	SNF-STP Complex I **		\$32.00	\$32.00	
	SNF-STP Complex II **		\$50.00	\$50.00	
	SNF-STP Complex III **		\$75.00	\$75.00	
	SNF-STP Sub-Acute		Negotiated on a case-by-case basis		
	SNF-STP Non-Medi-Cal	\$185.60	\$14.00	\$199.60	
Modesto	SNF-STP Augmented		\$30.00	\$30.00	
	SNF-STP Complex I **		\$32.00	\$32.00	
	SNF-STP Complex II **		\$50.00	\$50.00	
	SNF-STP Complex III **		\$75.00	\$75.00	
	SNF-STP Sub-Acute		Negotiated on a case-by-case basis		
	SNF-STP Non-Medi-Cal	\$185.60	\$14.00	\$199.60	
	Non Medi-Cal	\$215.26	\$118.00	\$333.26	
Fremont GTC	Neuro-Behavioral			\$118.00	\$118.00
	Conversion				\$257.34
Crestwood Manor Fremont	SNF-STP Augmented		\$28.00	\$28.00	
	SNF-STP Complex I **		\$50.00	\$50.00	
	SNF-STP Complex II **		\$80.00	\$80.00	
	SNF-STP Complex III **		\$118.00	\$118.00	

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EXHIBIT B-1				
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES				
SCHEDULE OF RATES AND CONTRACT MAXIMUM				
(this table applicable to services described in Exhibit A-1, IMD Services)				
CONTRACTOR NAME:		Crestwood Behavioral Health		
		FISCAL YEAR: 2014-15, 2015-16, 2016-17		
Facility*	Service Level	Basic	Enhanced	Maximum Daily Rate
Stockton, Redding, Vallejo, and Modesto	Basic - for Individuals with a Primary Medical Condition	Not payable by County	\$0.00	\$0.00
	Level 1 - for clients with secondary medical concerns		\$20.00	\$20.00
	Level 2 - for clients with secondary medical concerns and more complex psychiatric concerns		\$50.00	\$50.00
Crestwood Manor - Fremont	Basic - for Individuals with a Primary Medical Condition		\$20.00	\$20.00
	Level 1 - for clients with secondary medical concerns		\$28.00	\$28.00
	Level 2 - for clients with secondary medical concerns and more complex psychiatric concerns		\$50.00	\$50.00
*Additional rates may be negotiated in writing between Contractor and County to accommodate specific client needs.				

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EXHIBIT B-1		
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES		
SCHEDULE OF RATES AND CONTRACT MAXIMUM		
(this table applicable to services described in Exhibit A-1, IMD Services)		
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17
Facility	Service Level	Maximum Daily Rate
San Jose	MHRC Level 1	\$236.00
	MHRC Pregnant	\$246.00
San Diego*	MHRC Standard	\$250.00
	MHRC Special Needs	\$300.00
	MHRC Special Needs Plus	\$350.00
	MHRC Bed Hold**	\$245.00
Bakersfield	MHRC Level 1	\$239.00
	MHRC Level 2 (1:1 Supervision)	\$530.00
Sacramento	MHRC	\$198.00
	MHRC Sub Acute	\$239.00
Vallejo	MHRC Level 1	\$207.00
	MHRC Level 2	\$220.00
	MHRC Level 3	\$248.00
	MHRC Level 4	\$292.00
Angwin	MHRC Level 1	\$184.00
	MHRC Level 2	\$226.00
	MHRC Level 3	\$283.00
Eureka	MHRC	\$249.00
<p>*Plus \$28 per day for ancillary costs (pharmaceuticals, x-rays, laboratory, routine medical services, dental visits, and podiatry)</p> <p>**Less Raw Food cost, estimated at \$5 per day</p>		

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EXHIBIT B-1		
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES		
SCHEDULE OF RATES AND CONTRACT MAXIMUM		
(this table applicable to services described in Exhibit A-2 Intensive Residential)		
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17
Facility	Service Level	Maximum Daily Rate
Bakersfield Bridge - Kern	Community Care Center/CCLD	\$160.00
Bridgehouse - Eureka	Community Care Center/CCLD:	
	Day Treatment	\$140.00
	Residential Care Facility for Elderly	\$113.00
	Adult Residential Facility	\$90.00
	Bridge	\$160.00
Our House	Community Care Center/CCLD	\$100.00
American River Residential	Community Care Center/CCLD	\$105.00
Pleasant Hill Bridge	Community Care Center/CCLD	\$105.00
Pleasant Hill Pathways	Community Care Center/CCLD	\$155.00
Fresno	Community Care Center/CCLD	\$160.00
Vallejo Residential Care Facility for Elderly	Community Care Center/CCLD	\$110.00

EXHIBIT B-1		
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES		
SCHEDULE OF RATES AND CONTRACT MAXIMUM		
(this table applicable to services described in Exhibit A-3 PHF Services)		
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17
Facility	Service Level	Maximum Daily Rate
SACRAMENTO	PHF	\$778.68
SAN JOSE	PHF	\$870.00
	Indigent	\$970.00
SOLANO	PHF	\$805.00
KERN	PHF	\$850.00
AMERICAN RIVER	PHF	\$772.50

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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
Maximum Contract Amount FY 14-15		\$1,200,000	
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		\$3,200,000	
CONTRACTOR SIGNATURE:			
STAFF ANALYST SIGNATURE:			
FISCAL SERVICES SIGNATURE:			

VII. All other terms of the Agreement as amended by the First Amendment remain in full force and effect.

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SIGNATURE PAGE

Second 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 Second Amended Contract to be effective on the date executed by County.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
ALICE GLEGHORN, PH.D.
DIRECTOR

By _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF
CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH CENTER, INC.

By: _____

Date: _____

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____