RESOLUTION - ACTION REQUESTED 2015-259

MEETING: June 2, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Crestwood Behavioral Health Psychiatric Inpatient Agreement with Behavioral Health

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Crestwood Behavioral Health, Inc. to provide Psychiatric Inpatient Services for Mariposa County Behavioral Health in an amount not to exceed $18,000, and Authorize the Board of Supervisors Chair to Sign the Agreement.

The existing Crestwood Behavioral Health, Inc. Agreement has a contract term running from July 1, 2014 to June 30, 2015. It is necessary to renew the Agreement to continue providing psychiatric inpatient services to Mariposa County Behavioral Health clients.

Mariposa County currently has two residents in this facility. This facility has been used by the county for several years to provide a stable living environment for our residents with serious mental health needs.

Funding Source:
This item is funded through Mental Health Realignment funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing Agreement was approved by the Board on June 17, 2014 by Resolution 2014-279.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, Mariposa County Behavioral Health will have no other option but to find alternatives for current and future clients.

FINANCIAL IMPACT:
This contract is funded by Mental Health Realignment. There is no impact to the Mental Health Services Act corrective action plan or the County General Fund.

ATTACHMENTS:
Crestwood Agreement 2016 (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
AGREEMENT

This agreement is made and entered into this 2nd day of June, 2015, by and between the County of Mariposa, hereinafter referred to as "COUNTY" and Crestwood Behavioral Health, Inc., a Delaware corporation hereinafter referred to as "CRESTWOOD" upon the following conditions:

WHEREAS, COUNTY, through its Human Services Department, provides mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California Legislature; and

WHEREAS, CRESTWOOD has treatment facilities for severely mentally disordered adults, ages 18 through 64, located throughout the State;

NOW, THEREFORE, IT IS ACCORDINGLY AGREED:

1. SERVICES:
   CRESTWOOD shall provide multidisciplinary services to chronic, psychiatrically impaired COUNTY clients, who, as a result of their level of functioning, require long-term placement in a locked mental health setting.
   CRESTWOOD shall assure that COUNTY clients receive continuous supervision and treatment designed to improve self-help skills, behavioral adjustment, interpersonal relationships, prevocational preparation, and alternative placement planning. Services shall include, but not be limited to, medical, nursing, dietetics, social and psychological services. CRESTWOOD personnel shall work closely and collaboratively with COUNTY case Managers.

2. OUTCOME:
The expected outcome of this program is that of enabling chronic, psychiatrically impaired COUNTY clients to function at their highest possible level, and to move them, whenever possible, into less restrictive environments.
3. **ADMISSION POLICIES:**
   A. All referrals to any CRESTWOOD facility must be authorized by COUNTY Mental Health Director, or his designee, who is the COUNTY contact person regarding patient admission and supervision.
   B. The final admission decision rests with CRESTWOOD and shall be communicated to COUNTY, whether the client is admitted or denied admission, verbally or in writing, within 72 working hours of COUNTY's referral. CRESTWOOD agrees to review and reevaluate admission denials with COUNTY, if requested within 72 working hours of the denial. The review process may include participation by CRESTWOOD Administrator and COUNTY Mental Health Director, or his designee.
   C. CRESTWOOD policies and procedures for admission shall be based on the terms of this Agreement and shall include a provision that persons are accepted and may participate in activities without discrimination on the basis of race, color, physical or mental handicap, or other non-merit factors.
   D. Patient rights shall comply with Welfare and Institutions Code, Division 5, Section 5325; and CAC, Title 9, Article 6.

4. **PERSONNEL:**
   A. All personnel rendering services under this Agreement shall be employed by CRESTWOOD as staff or on contract to CRESTWOOD. Service shall be under the supervision of the CRESTWOOD Administrator. CRESTWOOD shall comply with COUNTY's policy of maintaining a drug-free workplace for its employees.
   B. CRESTWOOD and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations in the
California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P. L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. CRESTWOOD further agrees to abide by the COUNTY's nondiscrimination policy.

5. REPORTING:
CRESTWOOD agrees to provide COUNTY with any reports which may be required by County and by State and Federal agencies.

6. RECORDS:
Clinical records of each patient shall be the property of CRESTWOOD and shall be kept at least five (5) years or until audit findings are resolved. All such records shall be considered confidential in accordance with California Welfare and Institutions Code, Section 5328. California records shall contain sufficient detail to make possible an evaluation of the services provided to patients by the COUNTY Mental Health Director, or his designee, and shall be kept in accordance with applicable rules and regulations.

7. MONITORING:
The COUNTY Mental Health Director, or his designee, shall have the right to review and monitor records, programs or procedures, at any time during normal business hours with reasonable notice, as they relate to COUNTY clients.

8. PAYMENT:
A. COUNTY shall pay CRESTWOOD on an actual per bed day used basis, at net negotiated basic service rate for each facility which varies by facility.

B COUNTY reserves the right to request access to additional beds at the above services rates during the term of this Agreement.
C. **CRESTWOOD** shall not bill **COUNTY** for services provided to clients 65 years of age and older who are Medi-Cal eligible.

D. **Basic Rate:** **COUNTY** shall reimburse **CRESTWOOD** for services under this Agreement at rates of $14.00 (service rate when **COUNTY** pays the Medi Cal rate); $30.00 (service rate when patient has Medi Cal; or $32.00 (enhanced service rate when facility furnishes Doctor), per patient day, not to exceed the amount of $18,000, from July 1, 2015 through June 30, 2016 for Crestwood Behavioral Health Center - Modesto.

E. IMD Rate Adjustment: **COUNTY** and **CRESTWOOD** acknowledge that the rates recited in Section D above are subject to adjustment based upon rates set by the State Department of Health for such services ("Medi-Cal rate"). **COUNTY** agrees to pay the adjusted rate for such services, for each and every unit of services provided after the effective date of such adjustment as published by the State Department of Health, provided that **CRESTWOOD** shall notify **COUNTY** in writing of said adjustment and append a copy of the written publication adjusting rates.

F. **Enhanced Services:** **COUNTY** shall reimburse **CRESTWOOD** for enhanced services. Any or all Enhanced Services fees shall be separately negotiated for each patient and approved in writing by **COUNTY**.

9. **BILLING:**

**COUNTY** shall pay **CRESTWOOD** based on monthly requests for payment which state actual bed days used. After review, **COUNTY** shall forward requests to **COUNTY**'s Auditor's office for payment.

10. **FINANCIAL RELATIONSHIPS:**

A. **CRESTWOOD** shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available
to COUNTY as requested by COUNTY or the California State Health and Welfare agency.

B. CRESTWOOD shall maintain accurate accounting records of costs and operating expenses. Such records shall be maintained for at least five (5) years, or until audit findings are resolved, and shall be open to inspection by the COUNTY, the Grand Jury, the State Controller, and the Federal and State governments.

11. INDEMNIFICATION:
Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

12. INSURANCE:
A. CRESTWOOD shall, throughout the period of this Agreement, maintain policies of bodily injury, property damage liability, and auto insurance, in the amount of $1,000,000 combined single limits for each occurrence.

b. CRESTWOOD shall maintain Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), and Personal Injury (including bodily injury and death) and Property Damage for liability arising out of Contractor's performance of services under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage Liability of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and THREE MILLION
DOLLARS ($3,000,000.00) aggregate. The Commercial General Liability Insurance required in this paragraph shall include an endorsement naming the County of Mariposa and County’s board members, officials, agents and employees as additional insureds for liability arising out of this Agreement and any operation related thereto.

C. Such policies of insurance shall be primary to all insurance affording protection to the COUNTY, the State and Federal Governments, its officers, agents, and employees so that any other insurance these government bodies may have shall not contribute to any loss under said insurance here required by CRESTWOOD.

D. CRESTWOOD shall maintain in force and effect Worker’s Compensation Insurance covering all of its employees.

E. All such policies shall require thirty (30) days written notice to COUNTY of cancellation or material change. CRESTWOOD shall mail a Certificate of Insurance for each policy to COUNTY.

13. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

14. ASSIGNMENT:

This Agreement shall not be assigned, either in whole or in part, without prior written consent of COUNTY.

15. REFERENCES TO LAWS AND RULES:

In the event any law, regulation, or policy referred to in this Agreement is amended during the term of hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.
16. **HIPAA COMPLIANCE:**

CRESTWOOD agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

More specifically, CRESTWOOD will not use or disclose confidential information other than as permitted or required by this contract and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this agreement, COUNTY may terminate this agreement without penalty or recourse if determined that CRESTWOOD violated a material term of the provisions of this section.

CRESTWOOD ensures that any subcontractors’ agents receiving health information related to this contract agree to the same restrictions and conditions that apply to CRESTWOOD with respect to such information.

17. **TERM:**

A. This Agreement shall commence on July 1, 2015, and continue through June 30, 2016. Either party may terminate this Agreement by thirty (30) days written notice to the other party.
CRESTWOOD BEHAVIORAL HEALTH, INC.

Signature

5/15/2015

Date

MARIPOSA COUNTY

Merlin Jones, Chair
Mariposa County Board of Supervisors

6/2/15

Date

APPROVED AS TO FORM:

Steven W. Dahlem,
County Counsel

6/2/15

Date: