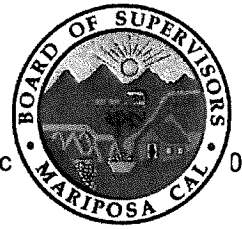




# MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



## **RESOLUTION - ACTION REQUESTED 2016-469**

MEETING: September 13, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Crestwood Behavioral Health Psychiatric Inpatient Agreement with Behavioral Health

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### **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 \$50,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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. The existing Crestwood Behavioral Health, Inc. Agreement has a contract term of July 1, 2015, to June 30, 2016. It is necessary to renew the Agreement to continue providing psychiatric inpatient services to Mariposa County Behavioral Health clients.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The existing Agreement was approved by the Board on June 2, 2015, by Resolution 2015-259. The not-to-exceed amount was raised by \$25,000 for a total of \$43,000 and was approved by the Board on 4/5/2016 by Resolution 2016-148.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If this agreement is not approved, Mariposa County Behavioral Health will have to find alternatives for current and future clients.

### **FINANCIAL IMPACT:**

**This contract is funded by Mental Health Realignment. There is no impact to the County General Fund.**

### **ATTACHMENTS:**

Creswood agreement (PDF)

### **CAO RECOMMENDATION**

Requested Action Recommended

*Mary Hodson*

Mary Hodson, CAO

9/8/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**AGREEMENT**

This agreement is made and entered into this 13<sup>th</sup> day of September, 2016, 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; \$37.00 (service rate when patient has Medi Cal; or \$37.00 (enhanced service rate when facility furnishes Doctor), per patient day, not to exceed the

amount of \$50,000, from July 1, 2016 through June 30, 2017 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, 2016, and continue through June 30, 2017. Either party may terminate this Agreement by thirty (30) days written notice to the other party.

**CRESTWOOD BEHAVIORAL  
HEALTH, INC.**

Signature

Date

8/2/16

**MARIPOSA COUNTY**

John Carrier, Chair

Mariposa County Board of Supervisors

Date

9-15-16

APPROVED AS TO FORM:

Steven W. Dahlem,

County Counsel

Date:

9-13-16

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2016

**TOTAL WITH ENHANCED SERVICES**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

**IMD 18-64**

**BASIC    ENHANCED    TOTAL**

**CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING**

198.82	21.00	219.82
198.82	42.00	240.82
198.82	53.00	251.82
198.82	105.00	303.82

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2016

**TOTAL WITH ENHANCED SERVICES**

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**NON IMD 18-64**

STOCKTON			32.00	32.00
			34.00	34.00
			53.00	53.00
			79.00	79.00
			105.00	105.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
MODESTO				
			37.00	37.00
			53.00	53.00
			79.00	79.00
			105.00	105.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
FREMONT GTC	NON MEDI CAL	****	124.00	
	NEURO-BEHAV		124.00	124.00
	CONVERSION(REQUIRES PRIV ROOM)			270.20
CRESTWOOD MANOR FREMONT		0.00	29.00	29.00
		0.00	53.00	53.00
			84.00	84.00
			124.00	124.00

\*\*\*\* Current Medi-cal rate

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2016

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**MENTAL HEALTH REHAB CENTERS**

SACRAMENTO	MHRC		212.00	
	SUB ACUTE		256.00	
SAN JOSE			253.00	
	PREGNANT		264.00	
VALLEJO	LEVEL 1		313.00	
	LEVEL 2		266.00	
	LEVEL 3		236.00	
	LEVEL 4		221.00	
ANGWIN	LEVEL 1		303.00	
	LEVEL 2		242.00	
	LEVEL 3		197.00	
BAKERSFIELD	LEVEL 1		256.00	
	LEVEL 2		568.00	
EUREKA			267.00	
SAN DIEGO	LEVEL 1		362.00	
	LEVEL 2		310.00	
	LEVEL 3		259.00	
	BED HOLD		254.00	
CHULA VISTA				
	LEVEL 1		362.00	
	LEVEL 2		310.00	
	LEVEL 3		259.00	
	BED HOLD		254.00	
		7/1/2016		1/1/2017
KINGSBURG	LEVEL 1	400.00		362.00
	LEVEL 2	350.00		310.00
	LEVEL 3	300.00		259.00
	BED HOLD	250.00		254.00

# CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2016

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## PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	817.61
SAN JOSE	960.00
INDIGENT	1,069.00
SOLANO	845.00
KERN	892.50
AMERICAN RIVER	811.13

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2016

**COMMUNITY CARE CENTERS**

EUREKA	RCFE PATHWAY	Negotiated 168.00
OUR HOUSE		110.00
BRIDGE(KERN)		176.00
AMERICAN RIVER RESIDENTIAL		116.00
PLEASANT HILL BRIDGE		116.00
PLEASANT HILL PATHWAYS		171.00
FRESNO		176.00
VALLEJO RCFE		121.00