

**THIRD ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS THIRD ADDENDUM is to that Contract for Services entered into on November 13, 2018 and as amended on August 6, 2019 and August 11, 2020 by and between the County of Siskiyou ("County") and Crestwood Behavioral Health, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect the provided FY21/22 rates.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 3.01, of the Contract, Scope of Services, Exhibit "A", Section II, Compensation, paragraph A, of Exhibit "A", shall be deleted and replaced in its entirety with the new Section II, Compensation, paragraph A of Exhibit "A", attached hereto and hereby incorporated by reference. All other terms and conditions of the Contract shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Crestwood Behavioral Health, Inc.

Date: 7/19/2021

DocuSigned by:
Elena Mashkevich, Director of County Contracts

Elena Mashkevich, Director of County Contracts

Date: 7/19/2021

DocuSigned by:
Maria M. Stefanou

Maria Stefanou, CFO

License No.: C2060552
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0399495

ACCOUNTING:			
Fund	Organization	Account	Activity Code
2122	401030	740400	

Encumbrance number (if applicable): E2100231

FY 18/19	\$0.01 (Rate)
FY 19/20	\$0.01 (Rate)
FY 20/21	\$0.01 (Rate)
FY 21/22	\$0.01 (Rate)
FY 22/23	\$0.01 (Rate)

Exhibit "A"

I. Scope of Services

Program Services / IMD Admissions / Basic Services Statement

- A. Contractor shall admit patients with a DSM-IV diagnosis subject to prior authorization of County, bed availability, the order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors is a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admission criteria. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described in this Exhibit.
- B. It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to IMD residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psycho-pharmacology if medically appropriate and transportation to needed off-site services.
- C. Prior Authorization: County shall provide to Contractor written authorization for each patient admitted, and for each bed hold day approved by County at the rates shown in Attachment A1 and described in paragraph 3 below. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor, provided County supplies a completed authorization within three (3) days from the date of admission.
- D. Contractor shall provide to County's clients the information pertaining to the grievance procedures established by the County. Contractor understands and agrees to comply with County's managed care requirements to include authorization of services, notification, and ensuring that private contractors are given appropriate information regarding treatment authorization and compliance with County requirements.
- E. Contractor shall, if deemed necessary by the State of California, comply with County Medi-Cal provider certification process.
- F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Behavioral Health Division Director by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in

connection with the performance of this Agreement. This report must include the following information:

- i. Name and address of the injured or deceased person;
- ii. Name and address of Contractor's subcontractor, if any;
- iii. Name and address of Contractor's liability insurance carrier believed to be involved; and
- iv. A detailed description of the incident and whether any of County's equipment, tools, material, or employees was involved.

II. Compensation and Billing

- A. Contractor shall provide to County a monthly itemized statement on each patient, giving patient's name, date and type of service, and the charges for the services. A County representative shall evaluate the statement for authorization and appropriateness of service, and if found to be satisfactory, shall initiate payment processing. County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- B. When appropriate, Contractor shall use the Uniform Method of Determining Ability to Pay (UMDAP) prescribed by the State Director of Mental Health.
- C. Fees for services charged to either County, patient, or other person responsible, therefore, shall not exceed actual cost. The per diem rates and additional billing requirements for this agreement are shown in Attachment A1.
- D. Rate: County shall compensate Contractor for services under this agreement, per patient, per day, as outlined in Attachment A1. The rates in Attachment A1 include room and board, nursing care, special treatment program services, activity program, over-the-counter 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, California Code of Regulations, Section 51511 C.
- E. Bed Hold: The rate reduction for bed hold is \$7.35 per diem for dates of services approved with prior written authorization by the Siskiyou County Health and Human Services Agency Director, or his or her designee.

III. Cost Reports and Settlement

- A. Contractor shall submit a separate detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services (DHCS) and a complete Financial Statement no later than 90 days after the end of the fiscal year. The Cost Report shall calculate the cost per unit as the lower of actual costs or published charges.
- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect.

- C. Upon completion of the County Cost Report, which includes the Contractor's cost report data, County may conduct a settlement review. In the event the Cost Report settlement review identifies an overpayment to Contractor, County will invoice Contractor and Contractor shall reimburse County the full overpayment amount within 60 days.
- D. DHCS will review the submitted County Cost Report and issue a Preliminary Cost Report Settlement to County. DHCS will also conduct a Cost Report Audit which results in a Final Cost Report Settlement. In the event that either the DHCS preliminary settlement or final settlement indicates a denial or disallowance of services provided by Contractor or any other irregularity or errors of omission or commission irregularity on the part of Contractor which leads to a financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 60 days.
- E. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at County's sole discretion until the Cost Report and Financial Statement have been received by County.
- F. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

IV. Compliance and Audits

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at:

https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/bhs-20180905_specialty_mental_health_service_agreement.pdf

- A. Contractor shall comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. Contractor shall be subject to audit, evaluation, and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 CFR §§ 438.3(h) and 438.230(c)(3).
- C. Contractor shall make available, for the purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- D. Should the State, CMS, or the HHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.
- E. County will monitor performance of Contractor on an ongoing basis for compliance with the terms of the DHCS-MHP Contract. Contractor's performance shall be subject to periodic formal review by County.
- F. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider.

- G. Contractor shall allow inspection, evaluation, and audit of its records, documents, and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- H. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.
- I. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

V. Contract Amendments

Contractor and County may mutually agree to amend the rates and/or services in this contract at the beginning of each fiscal year during the term of this contract.

Attachment A1

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2021**

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.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	235.16	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated
<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
San Joaquin SNF/STP - 1104	**Indigent/Medi-Cal Ineligible	36.00
NPI - 1730128174		38.00
		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
Stanislaus SNF/STP - 1112	**Indigent/Medi-Cal Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
Alameda SNF/STP - 1134	**Indigent/Medi-Cal Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated
<u>SNF</u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
Alameda SNF - 1120	**Indigent/Medi-Cal Ineligible	
NPI - 1942228838		Negotiated

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity programs, 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 9.

Mental Health Rehabilitation Centers
(MHRC)

Room and Board/Per Diem

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center San		495.00
Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - 31487282273	Level 3	362.00

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2021**

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.

<u>Psychiatric Health Facilities (PHF)</u>	<u>Room and Board/Per Diem</u>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI – XXXXXXXXXX	1,000.00

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.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

CERTIFICATE OF INSURANCE

General & Professional Liability

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

CERTIFICATE HOLDER: By Contract

INSURED: *Crestwood Behavioral Health Inc (all locations) and Helios Healthcare LLC*, 520 Capitol Mall #800, Sacramento, CA 95814

COVERAGES:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

GENERAL & PROFESSIONAL LIABILITY CARRIER:

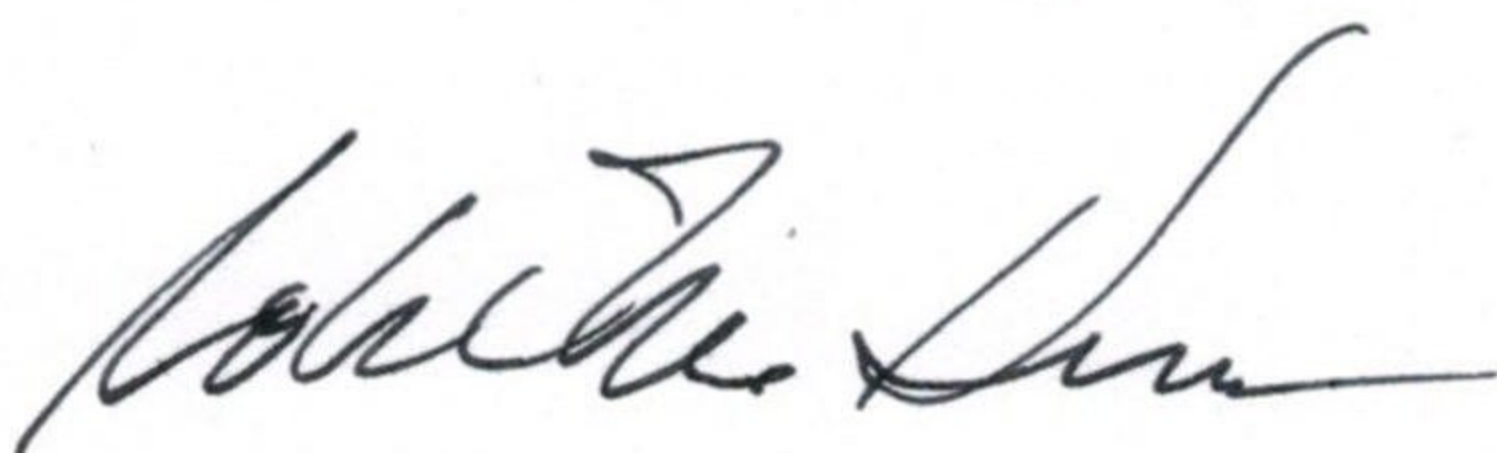
Allied World Assurance Co. ("A" A.M. Best Rated) Policy #0312-6090; 1/1/2021-1/1/2022; \$2/6 Million Individual/Aggregate; \$2/2 Million Employee Benefits Liability, \$5K Medical Expense; General Liability is *Occurrence* form; Professional is *Claims-Made* (1/1/20 retro date)

DESCRIPTION OF OPERATIONS: Behavioral Health/Skilled Nursing Facilities

CANCELLATION:

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

Certificate Holder is an *Additional Insured* as agreed by Contract
Sexual Misconduct coverage is provided subject to exclusions



Robert M. Hunt, Authorized Representative
RM Hunt & Associates, Inc.
PO Box 995
Kenwood, CA 95452 Tel: 707 849 4113
rhunt@sonic.net

11/24/2020

CERTIFICATE OF INSURANCE

Workers' Compensation

11/24/2020

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

CERTIFICATE HOLDER: By Contract

INSURED: *Crestwood Behavioral Health Inc (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

COVERAGES:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

WORKERS COMPENSATION CARRIER:

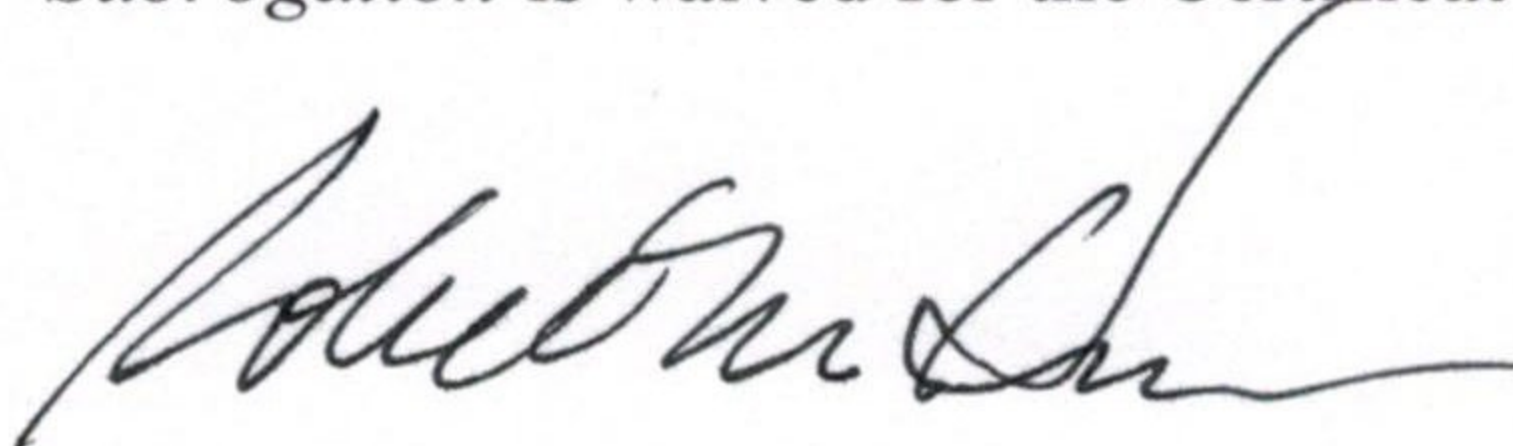
Church Mutual Insurance Co. ("A" A.M. Best rated), Policy 0379950-07-167998; 1/1/2021-1/1/2022; Statutory Workers' Compensation; Employers Liability \$1,000,000

DESCRIPTION OF OPERATIONS: Behavioral Health/ Skilled Nursing Facilities

CANCELLATION:

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

Subrogation is waived for the Certificate Holder.



Robert M. Hunt, Authorized Representative
RM Hunt & Associates, Inc.
PO Box 995
Kenwood, CA 95452 Tel: 707 849 4113
rhunt@sonic.net

11/24/2020