

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on March 24, 2023, 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 rates effective July 1, 2024; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to replace cost report settlement language in Section I, paragraph 6.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 3.01, of the Contract, Scope of Services, Exhibit “A”, Section I, Scope of Services, paragraph 6, of Exhibit “A”, shall be deleted and replaced in its entirety with the new Section I, Scope of Services, paragraph 6, 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: _____

MICHAEL N. KOBSEFF, 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: 1/29/2024

DocuSigned by:

Elena Mashkevich, Executive Director of County Contracts

E887A348E93A4E3

Elena Mashkevich, Executive Director of County Contracts

Date: 1/29/2024

DocuSigned by:



11F8E90E020B4CC
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
2122	401030	740400

Encumbrance number (if applicable): E2400079 Rate Contract

FY 23/24	\$0.01 (Rate)
FY 24/25	\$0.01 (Rate)
FY 25/26	\$0.01 (Rate)
FY 26/27	\$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.

2. Billing

- A. Contractor shall provide to County an original 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.

3. Reimbursement

- A. 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.
Maximum Daily Rate may be increased by up to 4% per year in FY 24-25, FY 25-26, FY 26-27 based on Crestwood's documented operating needs and subject to approval by Behavioral Health Division.
- B. Bed Hold: The rate reduction for bed hold is \$8.93 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.

4. Contract Amendments

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

5. Compliance

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at: <http://www.co.siskiyou.ca.us/content/behavioral-health-services-division>.

6. Financial Audit Report Requirements for Pass-Through Entities

- A. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
- B. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
- C. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

In Process

Attachment "A1"
FY 2024-2025

CRESTWOOD BEHAVIORAL HEALTH, INC.		7/1/2024
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<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Wellness and Recovery Ctr	\$282.00	
Redding IMD – 1122		\$57.00
NPI - 1194743088		\$74.00
		\$142.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
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Crestwood Manor	Medi-Cal Published Rate	\$72.00
Stockton SNF/STP – 1104	For Indigent/Medi-Cal Ineligible clients	\$105.00
NPI - 1730128174		\$141.00
		Negotiated

Crestwood Manor	Medi-Cal Published Rate	\$72.00
Modesto SNF/STP - 1112	For Indigent/Medi-Cal Ineligible clients	\$105.00
NPI - 1508884487		\$141.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	\$72.00
Alameda SNF/STP - 1134	For Indigent/Medi-Cal Ineligible clients	\$116.00
NPI - 1902828403		\$167.00
		Negotiated

<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
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Crestwood Treatment Center	Medi-Cal Published Rate	\$167.00
Fremont SNF - 1120	For Indigent/Medi-Cal Ineligible clients	Negotiated
NPI - 1942228838		

* The rates above 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 51511C.

CRESTWOOD BEHAVIORAL HEALTH, INC.		7/1/2024
<u>Mental Health Rehabilitation Centers</u>	<u>Room and Board/Per Diem*</u>	
Crestwood Center	Level 1	\$423.00
Sacramento MHRC - 1106	Level 2	\$384.00
NPI - 1356411656	Level 3	\$349.00
Crestwood Behavioral Health Ctr	Level 1	\$461.00
San Jose MHRC - 1107	Level 2	\$370.00
NPI - 1376623256	Level 3	\$360.00
Crestwood Behavioral Health Ctr	Level 1	\$363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	\$782.00
Bakersfield MHRC - 1115	Level 1	\$423.00
NPI - 1275610800	Level 2	\$384.00
	Level 3	\$347.00
Crestwood C.E.N.T.E.R.	Level 1	\$413.00
Angwin MHRC - 1116	Level 2	\$329.00
NPI - 1316024953	Level 3	\$274.00
Kingsburg Healing Center	Level 1	\$537.00
Kingsburg MHRC - 1140	Level 2	\$475.00
NPI - 1073989661	Level 3	\$404.00
	Bedhold**	
Crestwood Recovery and Rehab	Level 1	\$425.00
Vallejo MHRC - 1141	Level 2	\$361.00
NPI - 1508935834	Level 3	\$319.00
Crestwood San Diego	Level 1	\$529.00
San Diego MHRC - 1154	Level 2	\$453.00
NPI - 1295146934	Level 3	\$378.00
	Bedhold**	

- *The rates above include room and board, nursing care, 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.

**Bedhold - same as current client's level/rate

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024****Mental Health Rehabilitation Centers****Room and Board/Per Diem***

Crestwood Chula Vista	Level 1	\$529.00
Chula Vista MHRC - 1164	Level 2	\$453.00
NPI - 1023495181	Level 3	\$378.00
	Bedhold**	
San Francisco Healing Center	Level 1	\$563.00
San Francisco MHRC - 1166	Bedhold**	
NPI - 1447758024		
Fallbrook Healing Center	Level 1	\$529.00
Fallbrook Healing - 1167	Level 2	\$454.00
NPI - 1639738297	Level 3	\$378.00
	Bedhold**	
Champion Healing Center	Level 1	\$588.00
Lompoc Healing Center - 1170	Level 2	\$498.00
NPI - 31487282273	Level 3	\$413.00

In Process

- *The rates above include room and board, nursing care, 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.
- **Bedhold - same as current client's level/rate

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024****Psychiatric Health Facilities****Room and Board/Per Diem*****Room and Board/Per Diem
for indigent client**

Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	\$1,047.00	\$1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	\$1,047.00	\$1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	\$1,205.00	\$1,255.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	\$1,065.00	\$1,115.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	\$1,128.00	\$1,178.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	\$1,125.00	\$1,175.00
Crestwood San Luis Obispo PHF Psych Health Facility Sonoma PHF - 1171 NPI - 1629771811	\$1,001.32	\$1,051.32

* The rates above include room and board, nursing care, activity program, program services, 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.

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024****Adult Residential Facilities/Social Rehabilitation Facilities*****County Supplemental Rate**

Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	\$240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	\$182.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	\$182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$182.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$237.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	\$239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	\$182.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	\$230.00

* Room and board rate is paid by the responsible party. The room and board rate includes 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.