

RESOLUTION No. 22-102

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT WITH CRESTWOOD BEHAVIORAL HEALTH, INC. FOR IMD (INSTITUTIONS FOR MENTAL DISEASE) TO INCREASE THE CONTRACT PRICE FROM \$125,000 TO \$240,000 (AN INCREASE OF \$115,000) AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE CONTRACT TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022 (RES 21-219)

WHEREAS, on June 15, 2021, per Resolution 21-219, the Nevada County Board of Supervisors authorized the execution of the Professional Services Contract between the County of Nevada and Crestwood Behavioral Health, Inc.; and

WHEREAS, Crestwood Behavioral Health, Inc. provides of 24-hour long-term adult psychiatric care and supervision for referred Nevada County clients including Institute for Mental Disease (IMD) Services / Special Treatment Program (STP) Services, Mental Health Rehabilitation Center (MHRC) Services, Transitional Residential Services (TRS) or other such services as per the licensure of the facility to mentally disabled adults as referred and authorized for treatment by Nevada County; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$125,000 to \$240,000 (an increase of \$115,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to that contract by and between the County and Crestwood Behavioral Health, Inc. pertaining to the provision of IMD (Institutions for Mental Disease), with a contract term of July 1, 2021 through June 30, 2022 in the maximum amount of \$240,000, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8201/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the <u>22nd</u> day of <u>February</u>, <u>2022</u>, by the following vote of said Board:

Ayes: Noes:	Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock. None.
Absent:	None.
Abstain:	None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

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2/22/2022 сс:

BH* AC* (Hold) CBH, Inc.*

Susan K. Hoek, Chair

3/11/2022 cc:

BH* AC*(release) CBH, Inc*

AMENDMENT #1 TO THE CONTRACT WITH CRESTWOOD BEHAVIORAL HEALTH, INC. (Res 21-219)

THIS AMENDMENT is executed this February 22, 2022 by and between CRESTWOOD BEHAVIORAL HEALTH, INC., hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on June 15, 2021 per Resolution RES 21-219; and

WHEREAS, the Contractor operates Institute for Mental Disease (IMD) Services / Special Treatment Program (STP) Services, Mental Health Rehabilitation Center (MHRC) Services, Transitional Residential Services (TRS) or other such services as per the licensure of the facility to mentally disabled adults as referred and authorized for treatment by Nevada County; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$125,000 to \$240,000 (an increase of \$115,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. That Amendment #1 shall be effective as of January 1, 2022.
- 2. That Maximum Contract Price, shall be amended to the following: \$240,000
- 3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
- 4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: Susan Hoek (Feb 22, 2022 13:05 PST)

Susan Hoek Chair of the Board of Supervisors CONTRACTOR:

By: Elena Mashkevich By: Elena Mashkevich (Feb 3, 2022 22:13 PST)

Crestwood Behavioral Health, Inc 520 Capital Mall, Suite 800 Sacramento, CA 95814

By: _ we lacker pro lunte

Julie Patterson-Hunter Clerk of the Board of Supervisors

EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS CRESTWOOD BEHAVIORAL HEALTH, INC.

Should the County be notified in writing that an adjustment to the rates has been made and the effective date of such adjustment, on any services provided under this contract, then County shall pay Contractor the adjusted rate. Current Daily Rate Sheet for Crestwood Facilities is attached and incorporated herein as **Attachment II**. The maximum obligation of this Agreement shall not exceed \$240,000 for fiscal year 2021/22.

SECTION A:

I. SNF/STP BASIC CARE SERVICES

A. Rate

County shall reimburse Contractor for services under this Agreement at the the rates set forth by Section 51511, Title 22, California Code of Regulations plus the rate of the Special Treatment Program as set forth by Section 51511.1, Title 22, California Code of Regulations provided there is an authorization signed by the Director, or his/her designee, and the agreement maximum has not been exceeded.

As long as Contractor is required to maintain nursing facility licensure and certification, reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities, plus the rate established for special treatment.

II. PATCH SERVICES

A. Rate

For those clients requiring additional level of care the following rates apply:

- 1. Redding minimum of \$25.00 per day to a maximum of \$117.00 per day.
- 2. Modesto minimum of \$25.00 per day to a maximum of \$117.00 per day.

The Patch level shall be approved by County Mental Health Director and can change monthly based on client need.

III. COMBINED

A. Monthly Payment

County shall provide Contractor with an approved form for use in billing services under this Agreement. Contractor shall bill for services under this Agreement on a monthly basis in arrears.

Contractor shall provide County with a bill on the approved form within ten (10) days of the end of the month of service. County shall reimburse Contractor for services within thirty (30) days of receipt of the approved form.

B. Final Payment

County shall provide Contractor with final payment for services under this Agreement within thirty (30) days of receipt of Contractor billing for the last month of service.

C. Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated time frame, County may offset future bills for services under this Agreement.

SECTION B:

I. Long Term 24 hour Special Treatment Programs

A. Projected Utilization

It is the intent of County to utilize three (3) beds for County patients for special treatment programs. However, it is understood between both parties that due to available beds, client needs and services available, actual utilization of above beds may differ from that indicated. County may have access to additional beds provided that such additional beds are available for use.

B. Payment Information

County shall reimburse Contractor for various programs and facilities according to rates as listed in Attachment II.

Contractor shall submit invoice to County no later than the 10th day of each month following the month in which services are provided. The monthly invoice must contain, at minimum, the following information: (see Attachment I).

Contractor shall remit invoices to:

Nevada County Behavioral Health Department Attn: Fiscal Staff 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945

MONTHLY PATIENT BILLING STATEMENT

The monthly patient billing statement from Contractor to County must contain, at minimum, the following information:

FACILITY INFORMATION:

Facility Name/Phone No.

Facility Address:

PATIENT INFORMATION:

Patient name: _____

- 1. Number of Days Service Rendered: _____
- a. Dates of Service: from _____ to _____
- 2. *\$__daily rate*
- 3. Subtotal:

Line 1 x Line 2 \$_____

4. Net owed by Contractor:

\$

CRESTWOOD BEHAVIORAL HEALTH, INC.

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.

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

<u>SNF</u>

7/1/2021

Crestwood Treatment Center -Fremont Alameda SNF - 1120 NPI - 1942228838 Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible

140.00

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.

<u>Mental Health Rehabilitation</u> <u>Centers (MHRC)</u>	<u>Room and Boar</u> <u>Diem</u>	d/Per
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 Humboldt MHRC - 1110 NPI - 1124046008		318.00
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 Bedhold	357.00 297.00
Crestwood Recovery and Rehab Ctr–	Level 1	372.00
Vallejo	Level 2	316.00
Solano MHRC - 1141	Level 3	280.00
NPI - 1508935834	Level 4	263.00

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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
	SF Blended	
San Francisco Healing Center	Rate	495.00
San 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 - XXXXXXXXXX	Level 3	362.00

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.

	Room and Board/Per
Psychiatric Health Facilities (PHF)	Diem
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

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.

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