



HEALTH SERVICES AGENCY
ADMINISTRATION

April 20, 1998

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

AGENDA: May 19, 1998

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060

RE: Approval of Mental Health Contract Amendment -Crestwood

Dear Board Members:

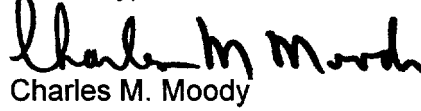
As a part of its provision of long-term residential care services, Community Mental Health contracts for beds in various residential facilities, including Institutes for Mental Disease (IMDs) and skilled nursing facilities (SNFs).

One such contract with Crestwood Behavioral Health, Inc., provides access to IMD beds at Crestwood's San Jose facility. The attached contract amendment expands the current Agreement to include Crestwood facilities in Redding and Fremont. It has been necessary during the current year to place, on an emergency basis, County patients in these two facilities due to unique medical needs and circumstances. Sufficient funds exist within the Mental Health budget to fund this contract amendment, and no new County funds are needed nor requested.

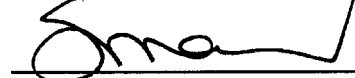
It is, therefore, RECOMMENDED that your Board:

Approve the attached amendment to the 1997198 agreement with Crestwood Behavioral Health, Inc., increasing the maximum amount by \$32,000 for a new maximum of \$132,375 and authorize the HSA Administrator to sign.

Sincerely,


Charles M. Moody
HSA Administrator

RECOMMENDED



Susan M. Mauriello
County Administrative Officer

cc: County Administrative Officer
County Counsel
Community Mental Health

Auditor-Controller
HSA Administration

County Department/Agency: The County of Santa Cruz through the
HEALTH SERVICES AGENCY (Community Mental Health)
1400 Emeline Avenue, P.O.Box 962, Santa Cruz CA 95061-0062

Hereinafter called COUNTY and:

CRESTWOOD BEHAVIORAL HEALTH, INC.
4635 Georgetown Place, Suite A

Stockton, California 95207
(209) 478-5291

hereinafter called CONTRACTOR for: IMD services for mentally disabled adults at various facilities.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, **COUNTY desires to engage CONTRACTOR** for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000, and W&I Code, Sections 5775, et seq., the **BOARD OF SUPERVISORS** of COUNTY is authorized to enter into an agreement for such services

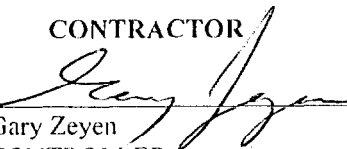
NOW, THEREFORE, the parties here to do mutually agree as set forth in:

<u>TITLE</u>	<u>EXHIBIT</u>
Standard Mental Health Provisions	A
Standard County/Agency Provisions	B
Scope of Services and Budget	C
Revisions	E

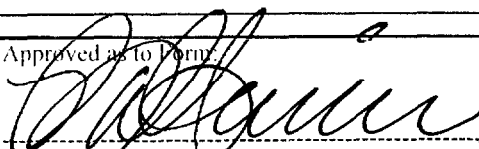
Said exhibits attached hereto and incorporated into this Agreement by this reference

IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

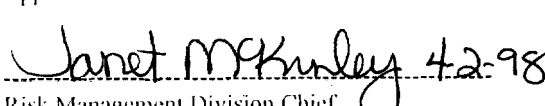
JULY 1, 1997 and to continue in effect through June 30, 2001
unless terminated in accordance with the terms of this Agreement.

CONTRACTOR
By: 
Gary Zeyen
CONTROLLER

COUNTY
By: _____
Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:

County Counsel

Approved as to Insurance:

 4-2-98
Risk Management Division Chief

Distribution:
County Administrative Officer
County Counsel
Auditor-Controller
Health Services Agency
Community Mental Health
Contractor

Index # 363149
Subobject # 4616
Contract # CO70593 8
Amount N/A

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

EXHIBIT C - IMD PROVISIONS AND SCOPE OF SERVICES**1. COMPLIANCE WITH LAWS:**

The IMD CONTRACTOR agrees that it shall comply with all requirements necessary for Medi-Cal payment for mental health treatment services; that it shall comply with all provisions and requirements in law pertaining to patient rights; that it shall comply with all requirements in federal law and regulations pertaining to federally funded mental health programs; and, the CONTRACTOR further agrees that it shall comply with all applicable laws and regulations for all services delivered.

The CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by the CONTRACTOR must be in accordance with these laws, ordinances, codes and regulations. Violation of these provisions shall constitute a material breach of this Agreement.

2. PATIENTS' RIGHTS:

CONTRACTOR warrants that its written Patients' Rights Policy provisions comply with Welfare and Institutions Code Section 5325, et. seq. and with Title 9 C.C.R. Article 6.

3. REPORTING OF DEATH, INJURY OR DAMAGE TO COUNTY:

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, the CONTRACTOR shall immediately notify COUNTY by telephone. The CONTRACTOR shall promptly submit to the 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:

- A. Name and address of injured or deceased person;
- B. Name and address of CONTRACTOR'S agents, employees, or parties involved, if any;
- C. Name and address of CONTRACTOR'S liability insurance carrier; and
- D. A detailed description of the incident and whether any of the COUNTY'S patients or employees were involved.

4. DESIGNATED LIAISONS:

The CONTRACTOR and the COUNTY liaisons with respect to performance of this Agreement are as follows:

COUNTY Liaison(s):	Peter Spofford, Administration Paul Bellina Clinical Coordinator PO Box 962 Santa Cruz, CA 95061 Phone: (408) 454-4 170 FAX: (408) 454-4663	
CONTRACTOR Liaison(s):	John Suggs Crestwood San Jose 1475 Fruitdale Avenue San Jose, CA 95128 Phone: (408) 275-1010	Lee Labrie Crestwood Fremont 2171 Mowry Avenue Fremont, CA 94528 Phone: (510) 793-8383
	Nicoletta Groff Crestwood Redding 3062 Churn Creek Road Redding, CA 96002 Phone: (916) 221-0976	

5. IMD ADMISSION CRITERIA

The CONTRACTOR shall admit patients with a DSMTV diagnosis subject to bed availability, with 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 the 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 dementia, developmental disability, mental retardation or physical illnesses without a psychiatric component shall not be considered for admission.

6. BASIC IMD SERVICES

It is agreed by both the CONTRACTOR and the COUNTY that the basic service level (the minimum array of services provided to TMD 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 the 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 psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming.

7. PRIOR AUTHORIZATION:

A. **Form:** The COUNTY shall utilize an Authorization Form (Attachment I) which must be completed for each patient admitted by the CONTRACTOR under this Agreement (See last page of this Exhibit).

B. **Process:** The COUNTY Coordinator or contract liaison shall provide the CONTRACTOR with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the COUNTY contract liaison(s) by mutual consent of the COUNTY and the CONTRACTOR, provided the COUNTY supplies a completed form within three (3) days from the date of admission.

8. REIMBURSEMENT FOR SERVICES:

A. This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved patients. This rate is comprised of the facility's current State approved Medi-Cal rate, the State approved Special Treatment Program (STP) rate and, if applicable, a supplemental patch rate negotiated between the COUNTY and CONTRACTOR. For the current contract year, CONTRACTOR'S total daily rate shall not exceed:

• Crestwood San Jose	\$110
• Crestwood Redding	\$91
• Crestwood Fremont	\$60

In subsequent years, the daily rate may be increased by the amount of increase in the State approved Medi-Cal and STP rates, which shall be documented in writing through official correspondence from the State Department of Mental Health. Any rate increase in the COUNTY supplemental patch amount is subject to negotiation and approval by the COUNTY Board of Supervisors.

B. Occupied Beds: The COUNTY shall pay the CONTRACTOR for the services described under this Agreement for occupied bed days, less Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payeeships. CONTRACTOR shall bill the COUNTY monthly based upon the current rate less Medi-Cal Share of Cost for private LPS Conservatees or private payees.

C. Unoccupied Beds: The COUNTY shall pay the CONTRACTOR at the Medi-Cal bed hold rate (Title 22 of the California Code of Regulations, Section 5 1535.1) for unoccupied bed days if there is an agreed upon bed hold between the County liaison(s) and Contractor liaison, based on DHS approved facility rates. This is the DHS approved Medi-Cal rate less food costs as specified.

D. Payment for BASIC/STP Services: The CONTRACTOR shall bill the COUNTY on a monthly basis for the beds for which the COUNTY has approved patients utilizing those beds plus any agreed upon bed holds. The CONTRACTOR shall provide the COUNTY with a bill on the approved County form within (10) days after the end of the month of service. The bill shall include occupancy data by client, client share of cost, and vacant bed data by day.

The COUNTY shall pay the CONTRACTOR for services within sixty (60) days after receipt of the approved County form.

E. Medi-Cal Share of Cost: The CONTRACTOR shall be responsible for collecting Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payees. LPS Conservatees who are the responsibility of the COUNTY'S Public Guardian shall have their Medi-Cal Share of Cost collected by COUNTY. The gross amount owed by the COUNTY shall be reduced by the amount of Medi-Cal Share of Cost owed the facility by private conservators or private payees for services provided to COUNTY authorized patients. The CONTRACTOR shall deduct from its monthly claim the Medi-Cal Share of Cost which the facility is owed for that month by private Conservatees or private payees. Details of the Share of Cost by individual patient shall be included in each monthly bill.

9. COST REPORT:

The CONTRACTOR shall provide a detailed cost report, in a format prescribed by the COUNTY, no later than 60 days from the date of termination of this Agreement, or the end of the contract year, whichever occurs first. This report shall be subject to audit by appropriate Federal, State and County audit agencies.

10. AUDITS:

A. Scope: The COUNTY may audit the CONTRACTOR billing for, and provision of, services under this Agreement at any time with fourteen (14) days advance written notice. The COUNTY financial audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the CONTRACTOR were actually provided to the COUNTY patients as prescribed in this Exhibit. The CONTRACTOR shall provide the COUNTY with on-site access to all reasonable documents, records and other supporting information for billing and services under this Agreement.

B. Repayment: The CONTRACTOR must repay the COUNTY for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit finds are appealed as set forth in the next paragraph. At the COUNTY'S discretion, repayment may be scheduled for direct submission to the COUNTY or an offset of a future bill for services under this Agreement.

C. Appeals: The CONTRACTOR has the right to appeal audit findings and related COUNTY actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by the COUNTY. The COUNTY shall schedule a formal hearing for CONTRACTOR'S appeals. In the case of such an appeal, the CONTRACTOR repayment shall be due within thirty (30) days after the appeal process is final.

11. PROGRAM DESCRIPTION:

Treatment Services Include:

A. An individualized program to meet the specific needs of each client.

B. A structured training regimen with individualized therapy to assist clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

1. Self-Help Skills Training; this shall include but not be limited to:

- 1) Supervision of medication and education regarding medication;
- 2) Money management;
- 3) Use of public transportation;
- 4) Use of community resources;
- 5) Behavior control and impulse control;
- 6) Symptom management;

- 7) Frustration tolerance/stress management;
- 8) Mental health/substance abuse education;
- 9) Physical education.

2. Behavioral Intervention Training; this shall include but not be limited to:

- 1) Behavior modification modalities;
- 2) Incentive based rehabilitation;
- 3) Patient government activities;
- 4) Group counseling;
- 5) Individual counseling;
- 6) When appropriate, intensive 1: 1 staffing for assaultive behavior.

3. Interpersonal Relationships: this shall include but not be limited to:

- 1) Social counseling;
- 2) Educational and recreational therapy;
- 3) Social activities such as outings, dances, etc.;
- 4) Family therapy.

4. Pre-vocational Preparation Services; this shall include but not be limited to:

- 1) Homemaking;
- 2) Occupational Therapy;
- 3) Work activity;
- 4) Vocational counseling.

5. Discharge planning:

- 1) Planning for community living;
- 2) Linkage to medical services in the community as needed

12. TARGET POPULATION, FACILITY SPECIALIZATION: Adults with serious mental disabilities with acute and subacute features.

13. GOALS OF PROGRAM:

A. To assist Santa Cruz County in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.

B. To increase the client's motivation and skills toward self-restoration.

C. To prevent or decrease the rate of decompensation, thus decreasing placements at higher, more costly levels of care.

D. To provide the intensive staffing required to supervise and treat behavioral and medical conditions.

14. PROGRAM PLAN:

Each facility will provide the COUNTY with a copy of the Service Treatment Program (STP) approved by the State Department of Mental Health.

15. BILINGUAL/BICULTURAL PROGRAMMING:

The CONTRACTOR shall to the best of its ability use available staff resources to provide bilingual/bicultural programming. The CONTRACTOR shall be responsible for providing services to non-English-speaking clients in their own language. The CONTRACTOR shall be responsible for providing services that are individualized to incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion, and belief system of the client.

16. ADMISSION AND CONTINUED STAY CRITERIA:

A. Admission for contracted services occurs only upon the order of a licensed mental health physician, with approval of the COUNTY representative(s).

B. Admission is available only to individuals in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.

C. Clients must exhibit behavioral symptoms which prohibit them from being admitted into a lower level care. Such symptoms may include combativeness, elopement risk, verbal abusiveness.

D. Clients exceeding the capabilities of the facility shall not be admitted. In the event of unusual circumstances, the CONTRACTOR shall cooperate with the Santa Cruz **County** liaison in formal review of a denied admission.

E. The CONTRACTOR reserves the right to conduct a pre-admission interview. The CONTRACTOR shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements. The interview and decision process and notification of decision outcome and reasons in case of denial shall occur within three

working days of referral.

F. Services, benefits and facilities shall be provided to clients without regard to race, creed, national origin, sex, age or physical or mental handicap. No one will be refused service because of inability to pay for such services.

G. Transfers of clients among facilities within a contracted corporation shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals involved with client's treatment and supports.

H. All contractors comprise the system of care for clients who are admitted into Santa Cruz County IMD bed. Discharges from one CONTRACTOR, and admissions to another CONTRACTOR shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals involved with client's treatment and supports.

17. DISCHARGE CRITERIA AND PLANNING:

A. Discharge planning is initiated at the time of admission and continues throughout the client's stay. The treatment team, under the coordination of the facility Program Director, assists in establishing an effective support network and outpatient services as available. The facility Program Director coordinates work with the physician, responsible party, the COUNTY liaison, and other appropriate social service agencies in planning and effecting routine or planned transfer or discharge.

1. Discharge plans and goals are documented in the client's record at admission and updated quarterly.

2. Continuing re-evaluation of each client's discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations.

3. Discharge summaries will routinely be provided by the contractor to the County designated liaison within thirty days.

B. In the event of unanticipated discharge, the facility shall give notice to the client's physician and the COUNTY representative within 24 hours of discharge.

1. The Facility shall attempt to assist the COUNTY and physician in an orderly transfer, providing notice of impending discharge in advance if possible.

2. Nursing notes shall provide the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the client to

Exhibit C - IMD, 1997-98

the receiving facility.

C. Clients are discharged from the facility only upon the written order of the attending physician or facility medical director.

D. If a client is voluntary and wishes to leave the facility without the order of the physician, the client must sign a statement acknowledging departure from the facility without written physician order.

E. Assistance with discharges may be obtained from the COUNTY'S public agencies, including the Public Guardian's Office of the Human Resources Agency.

F. Upon discharge or death of the client, the facility shall refund:

1. Any unused funds received by the facility for the client's bill to the payor source within 30 days.
2. Any entrusted funds held in a demand account for the client to the client within three normal banking days.
3. Any money or valuables entrusted by the client to the care of the facility shall be stored in the facility and returned to the client upon demand and in exchange for a signed receipt.

18. CASE MANAGEMENT:

A. The COUNTY shall provide ongoing assessment of the need for case' management. Each client shall be reviewed by the treatment team on admission and at least quarterly to assure that all client needs are met.

B. The facility Program Director or designee shall contact the COUNTY designated case management staff/liaison when services are required. Regular meetings shall occur.

C. Client records shall be available to support staff as needed, with appropriate approvals for release of information.

19. EVALUATION AND REPORTING REQUIREMENTS:

The COUNTY and the CONTRACTOR recognize that there is a need to implement an appropriate reporting system in order to evaluate and monitor contract activities. The COUNTY needs to keep an accurate record of each person placed for IMD services for each day of service. All client data and services will be maintained by the COUNTY in the

COUNTY mental health client data system. The CONTRACTOR is responsible for making sure the COUNTY receives accurate and timely (within 24 hours of each transaction) information of all clients served. The COUNTY, during the term of this contract and with input from the CONTRACTOR, may develop reporting instruments to facilitate evaluation and monitoring. Upon implementation of these reporting instruments, the CONTRACTOR shall comply with the established requirements.

20. PATIENT RECORD REQUIREMENT:

A. The CONTRACTOR shall maintain client records in a safe place in locked files; retain, dispose and transfer records according to applicable county, state and federal laws and regulations; and maintain confidentiality of records. The records will be in sufficient detail to make an evaluation of contract services possible.

B. The CONTRACTOR shall permit authorized personnel designated by the local Mental Health Director to make periodic inspections and to furnish those designated personnel such information and client records as they may require to monitor, review, and evaluate fiscal and clinical effectiveness, appropriateness, and timeliness of services being rendered under this contract.

C. The CONTRACTOR is in full compliance with all Title 22 California Code of Regulation Requirements for Skilled Nursing Facilities.

21. MINIMUM STAFFING QUALIFICATIONS:

The CONTRACTOR shall submit to the COUNTY job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. The CONTRACTOR agrees to submit any material changes in such duties and minimum qualifications to the COUNTY prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file with the COUNTY.

S: Contracts 97-98
593 Exhibit C New (Crestwood)97
3.3 1.98

COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY
Community Mental Health

LONG TERM REHABILITATION CARE (IMD/STP)

Authorization Form

Date Initiated: ____ / ____ / ____

____ is authorized by Community Mental Health of
PATIENT NAME/CASE NUMBER

Santa Cruz to be placed in a bed on ____ / ____ / ____ with the following provider
DATE

of long-term rehabilitative services:

(Check appropriate facility)

HARBOR HILLS	<input type="checkbox"/>
MERCED MANOR	<input type="checkbox"/>
CRESTWOOD - San Jose	<input type="checkbox"/>
OTHER _____	<input type="checkbox"/>

SIGNATURE:

CMH COORDTNATOR

____ / ____ / ____
DATE