

**NAPA COUNTY AGREEMENT NO. 210314B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 210314B is effective as of the _____ day of _____ 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about April 20, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210314B (hereinafter referred to as "Agreement") for CONTRACTOR to provide recovery based Crisis Stabilization Services (CSS) both in person, out of a COUNTY campus facility, on the phone 24/7 to children, adolescents, adults, older adults and families in mental health crisis and to provide on-call after hours coverage for Napa County Mental Health to Juvenile Hall and the Napa County Jail; and

WHEREAS, the Parties wish to amend the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **THREE MILLION THREE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$3,345,744.00)**, reflecting an increase of **Three Hundred Forty-Five Thousand Seven Hundred Forty-Four Dollars (\$345,744.00)**; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

SIGNATURE PAGE AS FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 210314B as of the first date written above.

CRESTWOOD BEHAVIORAL HEALTH, INC.

By *Masha*
ELENA MASHKEVICH, Executive Director of
County Contracts

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair of the Board of
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature) _____ Deputy County Counsel</p> <p>Date: <u>7/1/2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

**EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING**

**CRESTWOOD Behavioral Health, Inc.
Crisis Stabilization Services
When Board of Supervisors Approves through June 30, 2023
and each automatic renewal thereof**

I. COMPENSATION

COUNTY shall provide CONTRACTOR up to the total contract maximum amount of \$3,345,744 for a fully operational Crisis Stabilization Unit for Fiscal Year 2022-2023 and each subsequent fiscal year renewal for a fully operational Crisis Stabilization Unit.

CONTRACTOR shall have the flexibility of transferring expenditure amounts between line items provided that no transfer exceeding twenty percent (20%) of the line from which transferred must be approved in writing in advance by COUNTY Mental Health Director or designee.

Total Crisis Stabilization Unit (CSU) Program Budget	Revised Proposed Annual Budget FY 22/23
.A. EXPENDITURES	
1. Personnel (list classifications, credentials, and FTEs)	
a. Salaries, Wages	1,566,766
b. Benefits and Taxes @ 29.658 %	464,671
c. Total Personnel Expenditures	2,031,437
2. Operating Expenditures	
a. Facility Cost	43,128
b. General Operating Expenses	251,120
c. Total Operating Expenses	294,248
3. Subcontracts/Professional Services (list all subcontracts)	
a. Total Subcontracts	715,900
4. Subtotal Proposed CSU Budget	3,041,585
5. Indirect/Administrative Overhead Attributable to the Project/Program	
a. Total Indirect/Administrative Overhead (15% maximum)	304,159
6. TOTAL PROPOSED CSU PROGRAM BUDGET	3,345,744

II. FINANCIAL REPORTING

CONTRACTOR may invoice COUNTY for an advance payment at the beginning of Fiscal Year 2022-2023, and all subsequent automatic renewals of this Agreement, of up to 15% of the annual maximum of this Agreement. CONTRACTOR shall invoice the COUNTY by the 15th of the month for the previous month based on actual expenditures. After the advance payment invoice, all subsequent invoices must be based on actual expenses incurred. Until the advance payment is fully expended CONTRACTOR must include an offset of the advance payment on invoice. CONTRACTOR must reduce amount owed by COUNTY to CONTRACTOR with any offsetting revenue received for the program (e.g. Provident St. Joseph Mental Health and Wellness Institute Grant, which is estimated to be at least \$150,000 per Fiscal Year).

Annual Cost Report

CONTRACTOR shall submit an annual cost report due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY. Any funds received in excess of actual costs shall be refunded to the county.

Additional costs incurred by CONTRACTOR shall be solely borne by CONTRACTOR except as otherwise specified in subsequent amendments to this contract.

Billing for Mental Health Services

COUNTY will bill the services performed by CONTRACTOR and provided by CONTRACTOR to COUNTY to various private or governmental third party payors. COUNTY is the only party who may bill and seek reimbursement for the services performed by CONTRACTOR to COUNTY. CONTRACTOR is prohibited from seeking any reimbursement, including but not limited to various private or governmental third party payors (e.g., Medicare, Medi-Cal, TRICARE, Champus) or other individuals, for any of the services performed by CONTRACTOR. CONTRACTOR will cooperate with COUNTY to facilitate COUNTY in obtaining the maximum legal reimbursement for the services provided. CONTRACTOR is responsible for ensuring that the CONTRACTOR adhere to this provision.

Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall use COUNTY's Electronic Health Record System for documentation of services. CONTRACTOR shall ensure the following:

- a. Correct billing of Medi-Cal services to COUNTY for Short-Doyle/Medi-Cal (SD/MC);
- b. Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
- c. Seamless integration with and use of electronic medical record, the electronic billing system.

Limitations Affecting Payments. CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold

payment for failure by CONTRACTOR to provide such documentation required by COUNTY.

- CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by COUNTY that are attributable to CONTRACTOR's performance under this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
- To the extent CONTRACTOR is required to make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

COUNTY shall withhold any payments for mental services for which documentation of Medical Necessity by CONTRACTOR is not sufficient to claim the Federal Financial share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall reimburse any specific services identified within an audit, review or by other means based upon the COUNTY's published charge for crisis stabilization services.