

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of this 1st day of July, 2014, in San Francisco, California, by and between **Crestwood Behavioral Health, Inc.** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of Public Health.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the contract and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated October 1, 2008, Contract Number BPHM09000045, between Contractor and City, as amended by this second amendment.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Section 2. Term of the Agreement currently reads as follows:**
 2. **Term of the Agreement**

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to December 31, 2014.**

The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2008 dated January 29, 2008 to extend the Agreement term:

- Option 1: July 1, 2013 - June 30, 2014
- Option 2: July 1, 2014 - June 30, 2015
- Option 3: July 1, 2015 - June 30, 2016
- Option 4: July 1, 2016 - June 30, 2017
- Option 5: July 1, 2017 - June 30, 2018

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to June 30, 2018.**

b. Section 5. Compensation of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Fifty One Million Seven Hundred Twenty Eight Thousand One Hundred Fifty One Dollars (\$51,728,151). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Eight Six Million Two Hundred Sixteen Thousand Eight Hundred Sixty Dollars (\$86,216,860). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR

Recommended by:

**CRESTWOOD BEHAVIORAL HEALTH,
INC.**



Barbara Garcia, MPA
Director
Department of Public Health



Gary L. Zeyen
Controller
520 Capitol Mall, Suite 800
Sacramento, CA 95814

Approved as to Form:

City vendor number: 47860

Dennis J. Herrera
City Attorney

By:



Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

1. Crestwood Behavioral Health, Inc.

520 Capitol Mall Ste. 800

Sacramento CA 95814

Telephone: (916) 471-2244/ Facsimile: (916) 471-2212

2. Nature of Document:

New Renewal Modification

3. Goal Statement

The program goal at each Crestwood Facility is to provide innovative, recovery-based programs and maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community. In addition, San Francisco Department of Public Health agrees to provide for those residents with specialized needs, medical and/or pharmaceutical supplies at its own expense patients placed upon authorization of the San Francisco Department of Public Health Placement Program into facilities designated by SF Placement authorization. This requires the specific approval of the Director of Placement.

4. Target Population

San Francisco residents admitted to Crestwood facilities recognized as IMD or licensed as MHRC will be 18 years to 64 years and have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood facilities licensed as a SNF and not having IMD designation will be 18 years of age and above and will have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Appendix A unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Appendix.

Individuals who suffer exclusively from developmental disability, mental retardation, dementia, or physical illness without a psychiatric component will not be considered for admission to Crestwood Facilities with the exception of the Crestwood Idylwood Neurobehavioral beds for primary diagnosis of dementia.

If a San Francisco resident on voluntary status or private conservatee is referred by the Long Term Care Program to Crestwood, an addendum to the admission agreement will be signed by private conservator or voluntary resident in advance of admission indicating that voluntary individual or private conservator will comply with CMHS' utilization management decisions regarding the individual's readiness to move to a lower level of care.

5. Modality(ies)/Interventions

Crestwood programs operate under a recovery/psycho-social rehabilitation model. The focus of the program is to assist each consumer to build strengths, self-reliance, and independence as well as improving the physical health of consumers.

In the MHRC and community based services level support is provided by staff, the consumer is responsible for maintaining both personal and shared space while in the program. It is

through self-efficacy, independence, and ownership of the program that the consumer gains the skills, support, and confidence to transition toward living in the community. They are involved in the writing of their own treatment goals and are expected to participate in the treatment program.

Consumers are encouraged to be active participants and are encouraged to reach their highest potential of independence, self-sufficiency, and satisfaction. The program provides a structure of support and education, which gives the consumer an opportunity to manage and modify symptoms and behaviors that impact stability, as well as provide a strengthening of their natural support system. The program utilizes the healing arts, life skills, and pre-vocational training as guides and opportunities for greater self expression, self confidence, and meaningful accomplishments. The goal is successful community re-entry.

At the SNF/non IMD 24 hour skilled nursing care is provided with registered nurses on site 24 hours per day. We provide comprehensive psychiatric and behavioral evaluation and related services, as well as neurobehavioral services. Physical, occupational, and speech therapies (including swallowing rehabilitation) are available. We provide skilled nursing care for comprehensive wound management, complex medical cases, and complicated/traumatic orthopedic and rehabilitation.

6. Methodology

Crestwood Behavioral Health, Inc. offers comprehensive mental health services at all of its facilities, from short-term skilled stabilization, recovery and rehabilitation services to extended support services.

Each facility has a unique profile, offering different services (depending on the facility program) to assist each client in maximizing their wellness.

Program basic services include; Life skill training, money management, Wellness Recovery Action Planning, training on accessing community services, transitional programs, discharge planning, access to required medical treatment, up-to-date pharmacology, transportation to needed off-site services, bi-lingual programming, and psycho-social rehabilitation groups and classes.

A. Describe program outreach, recruitment and advertisement:

Crestwood Behavioral Health Inc. utilizes their web site www.crestwoodbehavioralhealth.inc and newsletter to provide outreach, recruitment, promotion and advertisement. All outreach efforts are conducted in a culturally and linguistically competent manner, based on the demographics of each region.

B. Describe your program's admission, enrollment, and/or intake criteria and process:

Crestwood B H, Inc. currently has a non-centralized intake system. This provides the discharge team and the Crestwood clinical staff an opportunity to explore the potential admission with a variety of programs to provide the highest level of efficacy.

There are, on occasion, referrals that are denied by all of the CBHI programs. We utilize a central intake system where San Francisco can refer the clients that have been denied at the existing

programs to a central intake system. The central intake system will evaluate the referral for appropriate placement within the Crestwood system. Together with San Francisco, Crestwood will determine what level of care the client requires prior to admission.

Crestwood will coordinate with San Francisco General Hospital and San Francisco Mental Health to determine the level of services needed for each referral. Once the client is accepted to a Crestwood facility, central intake is no longer involved. Transportation, dates of arrival, etc. will be handled together by a representative of San Francisco and the individual facility that has accepted the client.

The facility administrator shall be accessible to San Francisco County Mental Health staff as needed throughout the admission process and treatment.

The Crestwood system of services shall provide an opportunity for consumers to be transferred from within the Crestwood system of programs to a higher or lower level of care as needed with the approval of the San Francisco DMH liaison. The transfer to a higher level of care for psychiatric or medical stabilization will not require that the person be sent back to SFGH, however, there may times when the stabilization needs are too great for a Crestwood facility and transfer to SFGH may be required.

The focus of the movement from within the Crestwood system will be directed to reintegration to the community whenever possible with attention focused on community living skill development and vocational preparation with the support of Dreamcatchers Empowerment Network. Consumers will be supported in their transition to the community by Crestwood staff, and this support may be expanded to include case management services continued post discharge as needed.

Every effort will be made to accept and treat all San Francisco referred clients while maintaining the overall safety of clients already in Crestwood facilities and the integrity of Crestwood programs. There may be cases where clients are refused by all Crestwood programs. In these cases, individual case conferences may be scheduled between San Francisco and Crestwood to determine if there is any way to accommodate the referral.

San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Appendix A@ unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Appendix.

Individuals admitted to any of the Crestwood facilities may also have concomitant medical problems and/ or have physical impairments requiring special needs that might include the use off a wheelchair, walker, or cane; individuals admitted to Crestwood may also have vision and/or hearing loss, or speech impediment.

Crestwood will primarily admit San Francisco residents directly from acute psychiatric inpatient units.

The Director of CBHS Placement or his/her designee will authorize referrals to Crestwood facilities into contracted beds. All such referrals will have been approved for locked psychiatric SNF, MHRC or community care licensed level of care.

Each San Francisco resident admitted to the Crestwood facilities into a contract bed will be reviewed every thirty (30) days by CMHS Utilization Review Nurse, who will monitor ongoing treatment and progress toward treatment goals including discharge as soon as clinically appropriate.

C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations, of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc.

The programs at Crestwood Behavioral Health operate under a recovery based/ psycho-social rehabilitation model that holds the standard that all individuals can achieve a sense of personal satisfaction and lead a meaningful life, regardless of their diagnosis or circumstances.

The licensed nursing clinical staff shall provide the following:

- History and physical examination
- Admission note
- Weekly assessment note regarding effectiveness of treatment, issues related to ADLs,
- Medical needs and interventions documentation
- Admission orientation and documentation
- Examination of conservatorship documentation and adherence to the specifications.
- Admission psycho-social assessment
- Recreation assessment
- Monthly and quarterly assessment of strengths, needs, abilities and

The clinical program staff shall provide:

- Preferences and documentation.
- Support and documentation related to the clients participation in the treatment program provided at the facility and in the community.
- Individual support sessions with the clinical staff on the clients strengths, needs, abilities, and preferences, including the clients goals and progress
- Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan.
- Linkage with community resources
- Dual recovery support and linkage to community dual recovery services
- Special treatment interventions with identified discipline related to provision of the care, including dual recovery, Cognitive Behavior Therapy, Dialectical Behavior Therapy, expressive arts, medical interventions, counseling and family therapy. These shall be provided through the treatment team and facility resources including consultants.
- Discharge planning including coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.
- Wellness Recovery Action Plan (WRAP)

Length of stay and hours of service:

Each program has a specific length of stay, based on the target population and program interventions. All programs are 24 hours services.

Locations:

Crestwood Behavioral Health currently serves clients in the following programs -

Alameda	Redding
Angwin	Sacramento
Bakersfield	San Jose
Eureka	Solano - Our House and
Fremont	Livingquest
Idylwood	Stockton
Modesto	

Our services are diverse and we are able to accommodate individuals with unique and challenging behavioral health issues.

D. Describe your program's exit criteria and process, e.g. successful completion, step- down process to less intensive treatment programs, aftercare, discharge planning.

Each program has distinct criteria for discharge/exit based on their target population. Discharge support services: Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan. Crestwood provides linkage with community resources, dual recovery support and linkage to community dual recovery services.

Crestwood provides discharge planning including referrals to lower levels of care, coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.

Social work documentation shall begin at point of admission with updates based on evaluation of resident's functional capacity. Documentation shall be relevant to resident's treatment goals and plans. Barriers to discharge will be identified and interventions that will address and/or resolve those barriers will be documented.

CBHS Linkage Staff, working in the Placement Program, and SPR staff will interface on a regular basis with Crestwood social services staff regarding the discharge readiness of residents.

When requested to make a resident ready for discharge or transfer, the facility will prepare all paperwork for resident discharge and make all arrangements within five (5) working days of receipt of written or verbal request from conservator, CBHS Linkage/Placement staff, or SPR staff.

Crestwood will notify Director of CBHS Placement or his/her designee by fax or telephone on the day of discharge of any San Francisco resident.

Crestwood will send medication and prescription information with resident upon discharge.

Need for Acute Hospitalization

In the event that the Crestwood facility(s) staff determines that a San Francisco resident should return to the acute hospital sector, the following procedures will be observed:

- 1) Emergency returns during working hours, Monday-Friday: refer to Psychiatric Emergency Return of San Francisco Residents Placed in out-of-county L-facilities (Manual No 3.03.3).
- 2) Non-emergency returns: an authorization is necessary from the Director of CBHS Placement or his/her designee.
- 3) Off-hour emergency returns: The CBHS Placement Director must be notified on the next working day of any emergency returns made during non-business hours.
- 4) The bed of any patient referred to the acute hospital will be held for seven (7) days pending his/her return.
- 5) There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

E. Staffing:

Each facility has separate and distinct staffing allocations which meet all requirement of Title 22 for SNF/STP, Title 9 and Commission of Accreditation of Rehabilitation Facilities for MHRC's and Title 22 and Commission of Accreditation of Rehabilitation Facilities for community care programs.

Facility staff shall include as required by specific licensure:

- Medical Director
- Director of Nursing Services
- Internist
- Psychiatrist
- Registered Nurses
- Licensed Psychiatric Technicians and Licensed Vocational Nurse
- Mental Health Workers
- Service coordinator/Case manager
- Peer Provider
- Recreation, Music, Art or dance Therapist
- Quality Assurance Supervisor

All staff shall perform duties specific to their professional scope of licensure or specific training.

Attending psychiatrist's court testimony when required and following conditions must be met:

- a. Be fully prepared, i.e., review resident chart prior to proceedings
- b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
- c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.

The attending psychiatrist must make a note at least every thirty-(30) days that addresses:

1. Resident's current level of functioning, addressing all 5 Axis
2. Description of resident's behaviors that present as an obstacle to discharge.
3. Behavioral assessment of current behavioral barriers effecting discharge potential
4. Documentation to support significant changes in functioning level, progress/regression.
5. Specific justification as to why resident needs to remain at current level of care.
6. Document current dose of medication(s).
7. Resident's response to medication(s).
8. Resident's compliance with medication(s).
9. Resident's use of PRN medication.
10. Notes shall reflect physician's use of laboratory results to determine adjustment to medication(s).
11. There shall be evidence of a monthly assessment and update

Nursing Staff: Nursing staff must make a note at least every seven- (7) days that addresses:

1. Nursing management of the resident specific to problems identified in the resident's treatment plan.
2. Areas of the resident's ADL's requiring nursing intervention and frequency of that intervention.

Program Staff:

1. Resident's attendance and participation in STP will be documented in resident's chart.
2. Resident will receive at least weekly individual sessions with STP group leader to discuss STP goals and progress.

7. Objectives and Measurements

A. Performance/Outcome Objectives

1. Crestwood facilities licensed as MHRC or as SNF and designated, as IMD will not return more than three (2) San Francisco residents per month to PES.

Measurement: (1) The Long Term Care Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

2. Crestwood facilities licensed as SNF and not designated as IMD will not return more than three (3) San Francisco residents per fiscal year to PES.

Measurement: (1) The CBHS Placement Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

3. Crestwood facilities licensed as MHRC or those designated as IMD, in conjunction with the CBHS Utilization Review Nurse, will provide at a weekly meeting an updated list of San Francisco residents who are:

- a. Discharge ready and being referred for placement
- b. Have discharge potential within the next 90 days or
- c. Reside on an "enhanced or higher acuity bed/unit" and are ready to step-down to a "regular bed/unit"

Measurement: Written report submitted to CBHS Placement Director.

4. Crestwood facilities in conjunction with the CBHS Utilization Review Nurse, will identify, on a regular basis, obstacles to discharge for San Francisco residents who are not discharge ready or have discharge potential within 90 days.

Measurement: Written report submitted to CBHS Placement Director

5. A case conference involving Crestwood facilities treatment staff, CBHS Utilization Review Nurse, LPS Conservator, CBHS Linkage Social Worker and/or SPR staff shall be held at the point a San Francisco resident has been at any Crestwood facility for twelve (12) months. A case conference update will be held each six (6) months thereafter until individual is successfully discharged.

Measurement: A written summary of case conference will be provided to the CBHS Placement Director.

6. Crestwood facilities will ensure that a Continuous Quality Improvement (CQI) process is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit CQI reports to CBHS on a quarterly basis.

7. Each Crestwood facility will provide a faxed individualized census report to the CBHS Director of Placement each Monday including holidays that will include the following elements:

- a. Current census broken down by patient type
- b. New admits since previous Monday
- c. Discharges since previous Monday
- d. Transfers to acute since previous Monday
- e. Bed holds
- f. Other activity/information

Measurement: CBHS Director of Placement will receive Completed fax each Monday before noon.

8. Each Crestwood facility will provide a completed Placement Tracking form with each new admission and discharge. This form is to be faxed to the CBHS Director of Placement within 24-hour of the resident status change.

Measurement: the CBHS Director of Placement will receive Completed Placement Tracking form with each San Francisco resident admission, transfer and discharge.

9. There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring Crestwood facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

8. Continuous Quality Improvement

Crestwood facilities will ensure that a Continuous Quality Improvement Process, which is CARF accredited, is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit Quality Improvement reports to CBHS on a semi-annual basis.

Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Appendix B-1 Crestwood Rates

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Eight Six Million Two Hundred Sixteen Thousand Eight Hundred Sixty Dollars (\$86,216,860) for the period of October 1, 2008 through June 30, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$5,139,448 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these appendices in compliance with the instructions of the Department of Public Health. These appendices shall apply only to the fiscal year for which they were created. These appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

October 1, 2008-June 30, 2009	\$4,739,976
July 1, 2009-June 30, 2010	\$7,704,785
July 1, 2010-June 30, 2011	\$8,071,785
July 1, 2011-June 30, 2012	\$8,044,700
July 1, 2012-June 30, 2013	\$8,422,801
July 1, 2013-June 30, 2014	\$8,818,673
July 1, 2014-December 31, 2014	\$4,409,337
January 1, 2015-June 30, 2015	\$4,409,336
July 1, 2015-June 30, 2016	\$8,818,673
July 1, 2016-June 30, 2017	\$8,818,673
July 1, 2017-June 30, 2018	\$8,818,673
	<u>\$81,077,412</u>
contingency	<u>\$5,139,448</u>
Total	\$86,216,860

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

Appendix F
Invoice

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Crestwood Behavioral Health, Inc.

Address: 7590 Shoreline Drive, Stockton, CA 95219

Tel No.: (209) 478-5291

Contract Term: 07/01/2014 - 12/31/2014

PHP Division: Community Behavioral Health Services



INVOICE NUMBER: M01 JL 14

Ct.Blanket No.: BPHM TBD

Ct.PO No.: POHM TBD

Fund Source: General Fund - General

Invoice Period: July 2014

Final Invoice: (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
Share of Cost					\$ -	\$ -	0.000		#DIV/0!		0.000	
Step Down					\$ -	\$ -	0.000		#DIV/0!		0.000	
Transfer					\$ -	\$ -	0.000		#DIV/0!		0.000	
RCF					\$ -	\$ -	0.000		#DIV/0!		0.000	
Level 2 - SNF2					\$ 32.00	\$ -	0.000		#DIV/0!		0.000	
Level 3 - SNF3					\$ 52.00	\$ -	0.000		#DIV/0!		0.000	
Level 4 - SNF4					\$ 84.00	\$ -	0.000		#DIV/0!		0.000	
Level 6 - RCF1					\$ 105.00	\$ -	0.000		#DIV/0!		0.000	
Level 7 - SNF6					\$ 124.00	\$ -	0.000		#DIV/0!		0.000	
Level 8 - SNF8					\$ 150.00	\$ -	0.000		#DIV/0!		0.000	
Level 10 - SNF9					\$ 218.00	\$ -	0.000		#DIV/0!		0.000	
Level 10 - MHRC1					\$ 226.00	\$ -	0.000		#DIV/0!		0.000	
Level 11 - MHRC2					\$ 268.00	\$ -	0.000		#DIV/0!		0.000	
Level 12 - SNF11					\$ 259.00	\$ -	0.000		#DIV/0!		0.000	
Level 12 - MHRC3					\$ 283.00	\$ -	0.000		#DIV/0!		0.000	
Level 13 - SNF12					\$ 273.00	\$ -	0.000		#DIV/0!		0.000	
Level 14 - SNF14					\$ 367.00	\$ -	0.000		#DIV/0!		0.000	
Level 14 - MHRC4					\$ 380.00	\$ -	0.000		#DIV/0!		0.000	
Level 15 - MHRC5					\$ 420.00	\$ -	0.000		#DIV/0!		0.000	
Level 16 - SNF15					\$ 460.00	\$ -	0.000		#DIV/0!		0.000	
Level 16 - MHRC6					\$ 476.00	\$ -	0.000		#DIV/0!		0.000	
Level 18 - SNF17					\$ 524.00	\$ -	0.000		#DIV/0!		0.000	
Level 18 - MHRC7					\$ 542.00	\$ -	0.000		#DIV/0!		0.000	
Level 19 - MHRC8					\$ 650.00	\$ -	0.000		#DIV/0!		0.000	
TOTAL							0.000		#DIV/0!		0.000	

Budget Amount	\$ -	Expenses To Date	\$ -	% of Budget	#DIV/0!	Remaining Budget	\$ -
SUBTOTAL AMOUNT DUE	\$ -	NOTES:					
Less: Initial Payment Recovery							
(For DPH Use) Other Adjustments							
NET REIMBURSEMENT	\$ -						

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:
 Community Programs Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory

 Date

