

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> October 1, 2019	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Behavioral Health <b>APPROVING PARTY:</b> Lea Salas, Administrative Director <b>PHONE NUMBER:</b> (530) 993-6746
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**AGENDA ITEM:** Rescind Agreement 2019-079 and approve Professional services agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515670  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** 5670, 5671  
**AMOUNT:** \$91,060.00 Annually

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLERK TO THE BOARD _____	DATE _____
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# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** September 19, 2019  
**Date of Board Meeting:** October 1, 2019

**Requested Action:** Rescind Agreement 2019-079 and approve Professional services agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services.

**Mandated by:**

## Funding

Budgeted? Yes  No

Revenue	\$91,060	Mental Health, Mental Health Services Act
Expenses	\$91,060	Mental Health, Mental Health Services Act
Difference	0	

**Background Information:** This agreement had to be rescinded due to minor changes in attachment D. These changes have been reviewed and approved by County Counsel.

This a renewing agreement. People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. These duties may include but are not limited to: assisting with ADL' s (activities of daily living), navigating health care systems, medication management, rehabilitation training, etc. The maximum contract amount remains unchanged from last year.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** We would not be able to provide the appropriate level of care to our most vulnerable population.

**AGREEMENT FOR  
PROFESSIONAL ADULT RESIDENTIAL  
CARE SERVICES**

THIS AGREEMENT for Professional Adult Residential Care Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

CRESTWOOD BEHAVIORAL HEALTH, INC.  
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: July 1, 2019  
Termination Date: June 30, 2020

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

The Behavioral Health Clinical Director of Human Services or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Gary Zeyen, Director of County Contracts, or his Designee of CRESTWOOD BEHAVIORAL HEALTH, INC. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F – FY 2019-2020 Rate sheets

**9. AGREEMENT DATE.** The Agreement Date is July 1, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By \_\_\_\_\_  
PAUL ROEN  
Chairman, Board of Supervisors

\_\_\_\_\_  
GARY ZEYEN  
Director of County Contracts  
Crestwood Behavioral Health, Inc.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

#### **BASIC SERVICES**

- Assist client in identifying their needs and areas of improvement they would like to work on to move to a lower-level of care or independent living.
- Engage clients to develop a Wellness Recovery Action Plan (WRAP) that is meaningful to them and has attainable goals.
- Provide empowerment and assist each client to build strengths and become self-reliant.
- Provide opportunities to clients to have meaningful roles within the program and outside in the community; that may include peer education, and support, as well as pre-vocations experience and academic education.
- Meet each client where they are at in their recovery process and support the learning of independent living skills.
- Connection of client to family, friends, community resources and other supports within the community.
- Provide a structure of support, education and commitment to allow clients to modify and manage their symptoms and behaviors.

### A.2. TIME SERVICES RENDERED.

During the Contract period.

### A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

### A.4. FACILITIES FURNISHED BY COUNTY.

None

**ATTACHMENT B  
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee as follows:

COUNTY shall pay CONTRACTOR the daily patch rate (dependent on the level of care provided and facility) per client or the County augmented rate (dependent on the level of care and facility) per day per client at Crestwood facilities.

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within forty five (45) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$89,060.00.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

**B.2 MILEAGE.** N/A

**B.3 TRAVEL COSTS.** N/A

**B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

**B.5 SPECIAL CIRCUMSTANCES.** Additional costs may be incurred up to a maximum of \$2,000.00 with approval of the designated COUNTY Representative for this Agreement.

**B.6 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$ 89,060.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	----
B.5	Special Circumstances	<u>\$ 2,000.00</u>
	<b>MAXIMUM CONTRACT AMOUNT</b>	<b>\$ 91,060.00</b>

**ATTACHMENT C**  
**ADDITIONAL PROVISIONS**

[NONE]

**ATTACHMENT D  
GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

**D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

**D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

**D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

**D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

**D.1.5** The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

**D.1.6** The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

**D.1.7** COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

**D.1.8** The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

**D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.



**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

**D.5.1** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; COUNTY shall be named an Additional insured on such policy as to liability arising out of CONTRACTOR's obligations under this Agreement.

Yes **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate, with deductible or self-insured portion not to exceed One Hundred Thousand Dollars (\$100,000).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

**D.5.2** The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

**D.5.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**D.5.4** The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until thirty (30) days after written notice is delivered to COUNTY.

**D.5.5** The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

**D.5.6** Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra  
Auditor/Risk-Manager  
P.O. Drawer 425  
Downieville, CA 95936

**D.5.7** CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

**D.5.8** COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

**D.5.9** Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

**D.6 INDEMNITY.** Each of the parties hereto shall be solely liable for negligent or wrongful acts of omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to

CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

**D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.13.1.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

**D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Sierra County Auditor's office finds a mathematical

discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 ADMONITION.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the *California Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as

required on the line under CONTRACTOR's signature on page 2 of this Agreement).

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":  
Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

With a copy to:  
County Counsel  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

If to "CONTRACTOR":  
  
Crestwood Behavioral Health, Inc.  
PO Box 7095  
Stockton, CA 95267-0095

Crestwood Behavioral Health, Inc.  
PO Box 7095  
Stockton, CA 95267-0095

County of Sierra  
Mental Health Department  
Post Office Box 265  
Loyalton, California 96118

STATEMENT OF ACCOUNT FOR MONTH OF: \_\_\_\_\_  
\_\_\_\_\_

TOTAL CURRENT CHARGES:

<u>Date</u>	<u>Description of Service</u>	<u>Hrs</u>	<u>Rate</u>	<u>Total</u>
-------------	-------------------------------	------------	-------------	--------------

Total \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Attachment E







FEB 12 2019

**Sierra County**

January 31, 2019

Re: 2019/20 Rates

Dear Kathryn Hill,

Welcome to 2019! We are wishing you a year of compassionate services, peace and happiness!

Crestwood Behavioral Health, Inc. is a CARF-accredited organization that continues to create a continuum of services throughout our campuses to empower our clients to achieve their recovery goals through Dialectical Behavior Therapy (DBT); Wellness Recovery Action Plan (WRAP); supported employment and pre-vocational training through Dreamcatchers Empowerment Network; SAMHSA-recognized therapeutic environments; trauma-informed approaches; and our wellness initiative, that includes heart-healthy diets, smoking cessation support and Zumba. Also, with our Compassionate Care Initiative, Crestwood has achieved nearly a restraint-free environment, including our acute programs, by utilizing nonviolent communication, conflict resolution and de-escalation techniques. We also continue to lead the state in the hiring and training of Peer Providers, with more than 82 of our current staff certified as Peer Providers.

Our workforce is one of our most valuable resources at Crestwood, so we have embarked upon a workforce wellness initiative, in partnership with the Copeland Center, that offers WRAP as a tool for vicarious trauma or compassion fatigue, as well as a pilot with the Trauma Resilience Institute, that provides a skill-based, somatic-trauma approach, known as the Community Resilience Model. We are also partnering with Rutgers University to review the effectiveness of these efforts in sustaining a well workforce.

Our behavioral health services at Crestwood include:

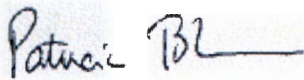
- Skilled Nursing Facilities (SNF) with Special Treatment programs, neuro-behavioral programs and medical complex support.
- Mental Health Rehabilitation Centers (MHRC)
- Crisis Residential
- Transition Residential
- Enhanced Community Care programs
- Residential Care for the Elderly
- In 2018 we introduced a new service line – Crisis Stabilization Services in Solano County.

Please see the attached 2019/2020 rate sheet. The rate increases below are due to meeting the cost of living increases in California, wanting to remain a competitive employer, and meeting the increasing minimum wage:

- PHF services will increase by 3%
- MHRC services will increase by 3.5%
- Community Care Program services will increase by 3%
- SNF Patches will increase by 3%

Thank you so much for our continued partnership; we look forward to working with you in 2019/2020. Please feel free to contact me for any additional information.

Sincerely,

A handwritten signature in black ink that reads "Patricia Blum". The signature is written in a cursive style with a horizontal line extending to the right.

Patricia Blum, Ph.D.  
Executive Vice President  
Crestwood Behavioral Health, Inc.  
(916) 471-2245

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

**TOTAL WITH ENHANCED SERVICES**

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, CCR, section 51511 C.

**IMD 18-64**

**BASIC    ENHANCED    TOTAL**

CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING

219.53	44.00	263.53
219.53	57.00	276.53
219.53	111.00	330.53

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

**TOTAL WITH ENHANCED SERVICES**

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, CCR, section 51511 C.

**NON IMD 18-64**

STOCKTON			23.00	23.00
			34.00	34.00
			36.00	36.00
			57.00	57.00
			83.00	83.00
			111.00	111.00
SUB ACUTE				NEGOTIABLE
	NON MEDI CAL	****		
MODESTO			23.00	23.00
			39.00	39.00
			57.00	57.00
			83.00	83.00
			111.00	111.00
SUB ACUTE				NEGOTIABLE
	NON MEDI CAL	****		
FREMONT GTC	NON MEDI CAL	****	132.00	
	NEURO-BEHAV		132.00	132.00
	CONVERSION(REQUIRES PRIV ROOM)			483.00
CRESTWOOD MANOR FREMONT			23.00	23.00
		0.00	31.00	31.00
		0.00	57.00	57.00
			90.00	90.00
			132.00	132.00

\*\*\*\* Medi-Cal Published Rate

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

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, CCR, section 51511 C.

**MENTAL HEALTH REHAB CENTERS**

SACRAMENTO	LEVEL 1	344.00
MHRC	LEVEL 2	313.00
	LEVEL 3	292.00
SAN JOSE	LEVEL 1	375.00
	LEVEL 2	301.00
	LEVEL 3	289.00
VALLEJO	LEVEL 1	347.00
	LEVEL 2	295.00
	LEVEL 3	262.00
	LEVEL 4	245.00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268.00
	LEVEL 3	218.00
BAKERSFIELD	LEVEL 1 (1;1)	649.00
	LEVEL 2	344.00
	LEVEL 3	313.00
	LEVEL 4	292.00
EUREKA		296.00
SAN DIEGO	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00
	BED HOLD	297.00
CHULA VISTA	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00
	BED HOLD	297.00
KINGSBURG	LEVEL 1	443.00
	LEVEL 2	388.00
	LEVEL 3	333.00
	BED HOLD	277.00

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

**SAN FRANCISCO**

LEVEL 1	544.00
LEVEL 2	480.00
LEVEL 3	464.00
LEVEL 3-A	431.00
BED HOLD	296.00

**FALLBROOK**

LEVEL 1	433.00
LEVEL 2	371.00
LEVEL 3	309.00
BED HOLD	296.00

## CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

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, CCR, section 51511 C.

### PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	867.00
SAN JOSE	1,019.00
SOLANO	941.00
KERN	1,044.00
AMERICAN RIVER	860.00



**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

**COMMUNITY CARE CENTERS**

EUREKA	PATHWAY	186.00
OUR HOUSE		130.00
BRIDGE(KERN)		197.00
AMERICAN RIVER RESIDENTIAL		130.00
PLEASANT HILL BRIDGE		130.00
PLEASANT HILL PATHWAYS		191.00
FRESNO		197.00
VALLEJO RCFE		135.00
CRESTWOOD BEHAVIORAL PATHWAYS SAN DIEGO		135.00



**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2019

**GEROPSYCH 65+**

	ENHANCED	TOTAL
STOCKTON	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
MODESTO	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
REDDING GTC	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	23.00	23.00
	31.00	31.00
	57.00	57.00

**HELIOS HEALTHCARE, LLC**

07/01/2018

**IDYLWOOD CARE CTR**

	111.00	111.00
NEURO-BEHAV- LOCKED	132.00	132.00
	160.00	160.00
CONVERSION(REQUIRES PRIV ROOM)		286.00

FEB 12 2019

The above 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, CCR, section 51511 C.