



# RESOLUTION No. 20-130

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH CRESTWOOD BEHAVIORAL HEALTH, INC. FOR IMD (INSTITUTIONS FOR MENTAL DISEASE) SERVICES INCLUDING THE PROVISION OF 24-HOUR SKILLED NURSING SERVICES AND SPECIAL TREATMENT PROGRAMS FOR CHRONIC MENTALLY ILL CLIENTS AS WELL AS TRANSITIONAL HOME PROGRAM SERVICES TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$105,000 TO \$150,000 (AN INCREASE OF \$45,000) DUE TO AN UNANTICIPATED INCREASE IN SERVICES AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT AMOUNT FOR THE TERM OF JULY 1, 2019 TO JUNE 30, 2020 (RES 19-372)**

WHEREAS, Crestwood Behavioral Health, Inc. ("Crestwood") has been providing mental health care and treatment services in California since 1968; and

WHEREAS, Crestwood offers a range of mental health services for individuals with chronic and persistent mental disorders; and

WHEREAS, on July 9, 2019, per Resolution 19-372, the Nevada County Board of Supervisors authorized the execution of the renewal Personal Services Contract between the County and Crestwood Behavioral Health, Inc. for the continuation of 24-hour long-term adult psychiatric care and supervision for referred Nevada County clients; and

WHEREAS, the parties desire to amend the Personal Services Contract to increase the maximum contract price to \$150,000 (an increase of \$45,000) and revise Exhibit "B", Schedule of Charges and Payments due to an unanticipated increase in services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Personal Services Contract by and between the County and Crestwood Behavioral Health, Inc. pertaining to the provision of IMD (Institutions for Mental Disease) services including skilled nursing care and specific treatment program services for chronic mentally ill clients, as well as, transitional home program services in the maximum amount of \$150,000 for the term of July 1, 2019 through June 30, 2020, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 1 on behalf of the County of Nevada.

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of April, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

4/28/20 cc: B.Health\*\*  
Crestwood (1)  
A-C\*

**AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH  
CRESTWOOD BEHAVIORAL HEALTH, INC. (RES 19-372)**

**THIS AMENDMENT** is dated this 28<sup>th</sup> day of April, 2020 by and between CRESTWOOD BEHAVIORAL HEALTH, INC., hereinafter referred to as "CONTRACTOR" and COUNTY OF NEVADA, hereinafter referred to as "COUNTY". Said Amendment No.1 will amend the prior agreement between the parties entitled Personal Services Contract, as approved on July 9, 2019, per Resolution No. 19-372; and

**WHEREAS**, the Contractor provides mental health care treatment services in California for individuals with chronic and persistent mental disorders; and

**WHEREAS**, the parties desire to amend their Agreement to increase the maximum contract price from \$105,000 to \$150,000 (an increase of \$45,000) due to an increased unanticipated need in these services and revise Exhibit "B" Schedule of Charges and Payments, to reflect the increase in the maximum contract price for the term of July 1, 2019 through June 30, 2020.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment No. 1 shall be effective as of April 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$150,000.
3. That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced, as set forth in the amended Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: Heidi Hall  
Heidi Hall  
Chair of the Board of Supervisors

ATTEST:

By: Julie Patterson-Hunter  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

CONTRACTOR:

By: Elena Mashkevich  
Elena Mashkevich, Director of County  
Contracts  
520 Capital Mall, Suite 800 Sacramento,  
CA 95814

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

Should the County be notified in writing that an adjustment to the rates has been made and the effective date of such adjustment, on any services provided under this contract, then County shall pay Contractor the adjusted rate. Current Daily Rate Sheet for Crestwood Facilities is attached and incorporated herein as **Attachment II**. The maximum obligation of this Agreement shall not exceed \$150,000 for fiscal year 2019/20.

**SECTION A:**

**I. IMD BASIC CARE SERVICES**

**A. Rate**

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

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

**II. PATCH SERVICES**

**A. Rate**

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

1. Redding - minimum of \$23.00 per day to a maximum of \$111.00 per day.
2. Modesto - minimum of \$23.00 per day to a maximum of \$111.00 per day.

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

**III. COMBINED**

**A. Monthly Payment**

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

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

B. Final Payment

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

C. Repayment

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

SECTION B:

I. Long Term 24-hour Special Treatment Programs

A. Projected Utilization

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

B. Payment Information

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

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

Contractor shall remit invoices to:

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

**MONTHLY PATIENT BILLING STATEMENT**

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

***FACILITY INFORMATION:***

*Facility Name/Phone No.*

*Facility Address:*

***PATIENT INFORMATION:***

*Patient name:* \_\_\_\_\_

1. *Number of Days Service Rendered:* \_\_\_\_\_

a. *Dates of Service: from* \_\_\_\_\_ *to* \_\_\_\_\_

2. *\$\_\_daily rate*

3. *Subtotal:*

*Line 1 x Line 2*                      \$ \_\_\_\_\_

4. *Net owed by Contractor:*                      \$ \_\_\_\_\_