



RESOLUTION No. 21-394

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT 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 AMOUNT FROM \$125,000 TO \$130,000 (AN INCREASE OF \$5,000) DUE TO AN INCREASED DEMAND IN SERVICES AND REVISING EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE (RES 20-215)

WHEREAS, on June 16, 2020, per Resolution No 20-215, the Nevada County Board of Supervisors authorized the execution of a Professional Services Agreement between the County of Nevada and 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; and

WHEREAS, Crestwood Behavioral Health, Inc. 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, the parties desire to amend the Agreement to increase the maximum contract price from \$125,000 to \$130,000 (an increase of \$5,000) and revise the Exhibit B to reflect the increase in the maximum contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Agreement 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 increasing the maximum amount from \$125,000 to \$130,000 for the term of July 1, 2020 through June 30, 2021, revising Exhibit B to reflect an increase in the maximum contract amount 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 the Contract 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 14th day of September, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller and Hardy Bullock.

Noes: None.

Absent: Susan K. Hoek.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

9/14/2021 cc:

BH*
AC*
CBH, Inc.*

**AMENDMENT #1 TO THE AGREEMENT WITH
CRESTWOOD BEHAVIORAL HEALTH, INC.
(RES20-215)**

THIS AMENDMENT is executed this September 14, 2021 by and between CRESTWOOD BEHAVIORAL HEALTH, INC, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Professional Services Agreement, executed on June 16, 2020 per Resolution 20-215; and

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

WHEREAS, the parties desire to amend their Agreement to increase the contract amount from \$125,000 to \$130,000 (an increase of \$5,000) due to an unanticipated increase in services and revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2021.
2. That the maximum Agreement price will be increased from \$125,000 to \$130,000 (an increase of \$5,000).
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised 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 except as amended herein.

COUNTY OF NEVADA:

By: 
Honorable Dan Miller
Chair of the Board of Supervisors
County of Nevada

CONTRACTOR:

By: 
Director of County Contracts
Aug 19, 2021
Crestwood Behavioral Health Inc.
520 Capital Mall, Suite 800
Sacramento, California 95814

ATTEST:


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

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 \$130,000 for fiscal year 2020/21.

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 \$24.00 per day to a maximum of \$114.00 per day.
2. Modesto - minimum of \$24.00 per day to a maximum of \$114.00 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