



LASSEN COUNTY

Health and Social Services Department

- ☒ **HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- ☐ **Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- ☐ **Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- ☐ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277
- Adult Services**
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158
- Family Solutions/Wraparound**
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Date: May 20, 2025

To: Tom Neely, Chairman
Lassen County Board of Supervisors

From: Tiffany Armstrong, Director
Lassen County Behavioral Health

Subject: Agreement between Lassen County and Crestwood Behavioral Health, Inc. for a sub-acute care facility for inpatient chronic mentally ill adults from July 1, 2025, to June 30, 2026, with the Maximum Contract Amount not to exceed \$200,000.

Background:

Crestwood Behavioral Health, Inc. is headquartered in Sacramento, California, Crestwood Behavioral Health was founded in 1968 by James M. Dobbins, Sr. as Crestwood Hospitals Inc., a convalescent care provider. Over the years, Crestwood has evolved to become one of the state's leading mental health care providers dedicated to offering a continuum of services that empower clients to live and succeed in their communities.

Our contract with Crestwood will allow us to place chronically mentally ill patients in their sub-acute care facility.

Fiscal Impact:

There is no impact to the County General Fund. This Agreement will be paid from Behavioral Health Fund/Budget 110/0751 and Mental Health Services Act Fund/Budget 164/0752.

Action Requested:

- 1) Approve the Agreement with Crestwood Behavioral Health, Inc., and
- 2) Authorize the County Administrative Officer or Designee to execute the Agreement.

Mailing Address:
PO Box 1180
Susanville, California 96130

**AGREEMENT BETWEEN
COUNTY OF LASSEN
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.**

This Agreement is made by and between the County of Lassen, a political subdivision of the State of California (hereinafter "COUNTY") and Crestwood Behavioral Health, Inc., a Delaware corporation, (hereinafter "CONTRACTOR").

WHEREAS COUNTY has need for sub-acute care facilities for inpatient chronic mentally ill adults who are Lassen County residents; and

WHEREAS CONTRACTOR has facilities located throughout California for inpatient services to chronically ill adults or children; and

WHEREAS, COUNTY may make client referrals to any bed or facility available that is owned and operated by CONTRACTOR with the discretion of the Mental Health Director; and

WHEREAS, COUNTY and CONTRACTOR desire to maintain mental health project pursuant to Division V, Part II, Chapter II of the California Welfare and Institutions Code; Title IX of the California Code of Regulations, and the Cost Reporting/Data Collection Manual;

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

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A".

2. TERM.

The term of this agreement shall be for the period of July 1, 2025 to June 30, 2026.

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 billing 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.

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.

Tiffany Armstrong, Director of Lassen County Behavioral Health, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Maria Stefanou, Executive Vice President / Chief Financial Officer (CFO) is the authorized representative for CONTRACTOR. Changes in the 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 – Pre-Authorization Form
Attachment F – Lobbying Restrictions and Disclosure Certification

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: _____

By: 
Maria Stefanou, Executive Vice President / CFO
Crestwood Behavioral Health, Inc.

Dated: _____

By: 
Elena Mashkevich, Executive Director of Contracts
Crestwood Behavioral Health, Inc.

COUNTY

Dated: _____

By: _____
County Administrative Officer or Designee

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 3/26/25

By: 

ATTACHMENT A

AGREEMENT BETWEEN

COUNTY OF LASSEN

AND

CRESTWOOD BEHAVIORAL HEALTH, INC.

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES/CONTRACTOR

- A.1.1 CONTRACTOR will participate in the development of client service plans with COUNTY.**

- A.1.2 CONTRACTOR will provide twenty-four hour patient/client care, including appropriate psychiatric and medical care, in a locked facility in accordance with State of California, Department of Mental Health licensing requirements applicable to CONTRACTOR.**

- A.1.3 CONTRACTOR will provide competent 24 hour staffing in accordance with State of California, Department of Mental Health licensing requirements applicable to CONTRACTOR.**

- A.1.4 CONTRACTOR shall develop a treatment plan for each COUNTY client/patient with the assistance of COUNTY. CONTRACTOR shall, in implementing the plan, use resources available to both COUNTY and CONTRACTOR.**

- A.1.5 All admissions by CONTRACTOR must be authorized by COUNTY. Final admissions decisions shall rest with CONTRACTOR. If admission is denied, COUNTY Mental Health Director shall be immediately notified and shall be informed of the reasons leading to the denial.**

- A.1.6 CONTRACTOR shall prepare a written policy and procedures for admission. Policies must include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, or physical or mental handicap.**

- A.1.7 CONTRACTOR shall provide COUNTY with any reports which may be required by State or Federal agencies for compliance with this Agreement.**

- A.1.8 CONTRACTOR must submit a year-end program summary and evaluation in a pre-approved format to COUNTY.**

- A.1.9 CONTRACTOR shall keep clinical records of each COUNTY patient/client which shall be the property of CONTRACTOR and shall be kept at least seven (7)) years or until audit findings are resolved. All such records shall be considered confidential patient records in accordance with California Welfare and Institutions Code section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by COUNTY Mental Health Director or State Department of Mental Health or his designee, and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967, as amended.**

- A.1.10 CONTRACTOR agrees to extend to the Director of COUNTY Department of Mental Health and the State Department of Mental Health or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this agreement.**

A.1.11 CONTRACTOR shall maintain statistical records in the manner required by the State Health and Welfare Agency and make such records available to COUNTY as required by the Director of COUNTY Department of Mental Health, and the California State Health and Welfare Agency.

A.1.12 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least seven (7) years, or until audit findings are resolved, and shall be open to inspection by the Director of the COUNTY Department of Mental Health, the COUNTY Auditor, the Grand Jury, the State Controller, the State Director of the Department of Mental Health, or any of their deputies.

END OF ATTACHMENT A

ATTACHMENT B

**AGREEMENT BETWEEN
COUNTY OF LASSEN**

AND

CRESTWOOD BEHAVIORAL HEALTH, INC.

PAYMENT

B.1 COUNTY shall pay CONTRACTOR for mental health inpatient services as follows:

- B.1.1 COUNTY shall pay CONTRACTOR an all-inclusive rate that does not include the client's social security benefits, plus an amount for Special Treatment (patch). If a higher Special Treatment rate is deemed necessary based upon the severity of the patient, the amount shall be mutually agreed upon and the Pre-Authorization Form (Attachment F) completed by both parties.
- B.1.2 If County uses another facility owned and operated by Crestwood Behavioral Health, Inc., the rates to be used are specified in Attachment E.
- B.1.3 The basic rate may change due to a change in the Medi-Cal rate approved by the California State Department of Health Services for daily inpatient services.
- B.1.4 COUNTY shall pay CONTRACTOR for medications not covered by Medi-Cal.
- B.1.5 COUNTY shall pay the daily use for temporary absences not to exceed seven days per month. Such payment is allowable only under all of the following conditions:
 - B.1.5.1 The absence is consistent with the client's service and treatment plans;
 - B.1.5.2 The absence is necessary for the client's progress or maintenance at this level of care;
 - B.1.5.3 The absence is planned or anticipated; and
 - B.1.5.4 The absence, as well as the purpose(s) of the absence, is documented.Additionally, payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), is limited to ten days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility and the purpose is documented.
- B.1.6 COUNTY will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by COUNTY (See Attachment F).
- B.1.7 CONTRACTOR shall not be entitled to payment unless and until CONTRACTOR issues a monthly billing statement to COUNTY and provides the following information:
 - B.1.7.1 Name of patient with admission and/or discharge date;
 - B.1.7.2 Number of patient days utilized by each client; and
 - B.1.7.3 Extended cost for those days.
- B.1.8 COUNTY shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.3 This Maximum Contract Amount: \$200,000.00.

<u>SNF, SNF/STP</u>	<u>Room and Board Rate/Per Diem *</u>	<u>County Supplemental Rate</u>
Crestwood Wellness and Recovery Ctr	\$367.00	\$63.00
Redding IMD – 1122	(Indigent/Medi-Cal Ineligible)	\$81.00
		\$146.00
NPI - 1194743088		
Private Room		\$367.00
1:1 supervision (per hour)		\$32.00
Crestwood Manor	Medi-Cal Published Rate	\$74.00
Stockton SNF/STP – 1104	(Indigent/Medi-Cal Ineligible)	\$108.00
NPI - 1730128174		\$145.00
		Negotiated
Private Room		Medi-Cal Published Rate
1:1 supervision (per hour)		\$32.00
Crestwood Manor	Medi-Cal Published Rate	\$74.00
Modesto SNF/STP - 1112	(Indigent/Medi-Cal Ineligible)	\$108.00
NPI - 1508884487		\$145.00
		Negotiated
Private Room		Medi-Cal Published Rate
1:1 supervision (per hour)		\$32.00
Crestwood Manor - Fremont	Medi-Cal Published Rate	\$74.00
Alameda SNF/STP - 1134	(Indigent/Medi-Cal Ineligible)	\$119.00
NPI - 1902828403		\$172.00
		Negotiated
Private Room		Medi-Cal Published Rate
1:1 supervision (per hour)		\$32.00
Crestwood Treatment Center	Medi-Cal Published Rate	\$173.00
Fremont SNF - 1120	(Indigent/Medi-Cal Ineligible)	Negotiated
NPI - 1942228838		
Private Room		Medi-Cal Published Rate
1:1 supervision (per hour)		\$32.00

* The rates above 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 51511C.

Mental Health Rehabilitation Centers

Room and Service/Per Diem*

Crestwood Center	Level 1	\$436.00
Sacramento MHRC - 1106	Level 2	\$396.00
NPI - 1356411656	Level 3	\$359.00
Crestwood Behavioral Health Ctr	Level 1	\$475.00
San Jose MHRC - 1107	Level 2	\$381.00
NPI - 1376623256	Level 3	\$371.00
Crestwood Behavioral Health Ctr	Level 1	\$378.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	\$782.00
Bakersfield MHRC - 1115	Level 1	\$438.00
NPI - 1275610800	Level 2	\$397.00
	Level 3	\$359.00
Crestwood C.E.N.T.E.R.	Level 1	\$427.00
Angwin MHRC - 1116	Level 2	\$341.00
NPI - 1316024953	Level 3	\$288.00
Kingsburg Healing Center	Level 1	\$548.00
Kingsburg MHRC - 1140	Level 2	\$485.00
NPI – 1073989661	Level 3	\$412.00
Crestwood Recovery and Rehab	Level 1	\$440.00
Vallejo MHRC - 1141	Level 2	\$374.00
NPI - 1508935834	Level 3	\$330.00
Crestwood San Diego	Level 1	\$544.00
San Diego MHRC - 1154	Level 2	\$466.00
NPI - 1295146934	Level 3	\$389.00
Crestwood Chula Vista	Level 1	\$544.00
Chula Vista MHRC - 1164	Level 2	\$466.00
NPI - 1023495181	Level 3	\$389.00
San Francisco Healing Center	Level 1	\$574.00
San Francisco MHRC - 1166		
NPI - 1447758024		

Fallbrook Healing Center	Level 1	\$545.00
Fallbrook Healing - 1167	Level 2	\$468.00
NPI - 1639738297	Level 3	\$389.00
Champion Healing Center	Level 1	\$597.00
Lompoc Healing Center - 1170	Level 2	\$505.00
NPI - 1487282273	Level 3	\$419.00

*The rates above include room and board, nursing care, program services, activity programs, 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 9.

Additional Services:

- The Private Room is billable at the facility's lowest Level Rate
- 1:1 supervision (per hour) is billable at \$32.00
- Bedhold Rate is billable at client's Level Rate at the time of a bedhold

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem*</u>	<u>Room and Board/Per Diem* for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	\$1,084.00	\$1,134.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	\$1,084.00	\$1,134.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	\$1,235.00	\$1,285.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	\$1,097.00	\$1,147.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	\$1,156.00	\$1,206.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	\$1,041.00	\$1,091.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	\$1,153.00	\$1,203.00

* The rates above include room and board, nursing care, activity program, program services, 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.

Adult Residential Facilities/Social Rehabilitation Centers*

	<u>County</u> <u>Supplemental Rate</u>
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	\$248.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	\$189.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	\$258.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	\$193.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$193.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	\$246.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	\$247.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	\$193.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, 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.

END OF ATTACHEMENT B

ATTACHMENT C
AGREEMENT BETWEEN
COUNTY OF LASSEN
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
ADDITIONAL PROVISIONS

- C.1 CONFIDENTIALITY.** Contractor agrees to maintain adequate medical records of each client served under this Agreement as required by law. These records will be maintained in the strictest confidence as per State law and in accordance with 42 CFR, Part 1 and Article 7 (commencing with Section 5325) of Subchapter 2, Part 1 of Division 5 of the Welfare and Institutions Code.
- C.2 RECORDS ON TERMINATION.** In the event of termination of this Agreement by either party, CONTRACTOR will promptly supply all information necessary for the reimbursement of any outstanding Medi-Cal claims.
- C.3 PATIENTS' RIGHTS.** The parties to this Agreement will comply with all applicable laws, regulations and state policies relating to patients' rights.
- C.4 AUDITS.** The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Contract (Government code section 8546.7).
- C.5 HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability ACT ("HIPAA").
- C.6 MEDI-CAL COST REPORT.** CONTRACTOR is required to complete a Medi-Cal Cost Report for the Cost Reimbursed services on a schedule and in a format to be sent to CONTRACTOR by COUNTY, no later than 90 days after the close of the State of California fiscal year end. After submission of the Cost report to the State Department of Mental Health, the COUNTY will calculate a final Cost Settlement amount due to or from the CONTRACTOR based on the Federal allowed reimbursement methods: Cost reimbursement subject to the lower of the cost, schedule of maximum allowances (SMA) or published charges. This amount will require a separate payment to or from the CONTRACTOR and will be due 60 days after the COUNTY provided a settlement reconciliation letter to CONTRACTOR.
- C.7 NATIONAL PROVIDER IDENTIFICATION.** CONTRACTOR agrees to provide National Provider Identification (NPI) number to COUNTY for billing of services provided.

END OF ATTACHMENT C

GENERAL PROVISIONS

D.1.8 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 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 following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) aggregate; CONTRACTOR shall insure both COUNTY, as Additional Insured, and CONTRACTOR against any liability arising under or related to this Agreement.

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 Two Million Dollars (\$2,000,000) per incident and Two Million Dollars (\$2,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

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.

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

Tiffany Armstrong, Director
Behavioral Health
555 Hospital Lane
P.O. Box 1180
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

- 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.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including

attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.

COUNTY shall defend, indemnify and save harmless CONTRACTOR, its officers, agents and employees from and against any and all claims, demands, loss or liabilities of any kind or nature which it may sustain in incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, or arising out of the negligence of COUNTY, its officers, agents and employees, in connection with or in any way arising from the performance of any activities or services under this Agreement.

- 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 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, photo stating, 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, pictures, sounds, or symbols, or combinations thereof.
- D.13.2 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. 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.13.3 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 Lassen 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 one percent (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 Lassen, 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":

Tiffany Armstrong, Director
Lassen County Behavioral Health
555 Hospital Lane
P.O. Box 1180
Susanville, CA 96130

If to "CONTRACTOR":

Elena Mashkevich, Executive Director of Contracts[LP2]
Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814-4716

- D.39 NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT D

ATTACHMENT E
AGREEMENT BETWEEN
COUNTY OF LASSEN
AND
CRESTWOOD BEHAVIORAL HEALTH, INC



LASSEN COUNTY
Health and Social Services Department
ADMINISTRATION 336 ALEXANDER AVENUE SUSANVILLE, CA 96130-4302 (530) 251-8128

REQUEST FOR PRE-AUTHORIZATION

Name of Consumer: _____

Date of Admittance: _____

Requested Patch Rate for Special Treatment Services: _____

Additional Expenses: _____

Justification: _____

_____.

Authorization Team:

Dated: _____

By: _____
Behavioral Health Case Manager

Dated: _____

By: _____
Clinical Program Supervisor

Dated: _____

By: _____
Public Guardian

Dated: _____

By: _____
Behavioral Health Director

END ATTACHMENT E

ATTACHMENT F

**AGREEMENT BETWEEN LASSEN COUNTY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.**

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

CONTRACTOR shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of the 31, United States Code. Also known as Byrd Anti-Lobbying Amendment (31 UCS 1352).

I. Certification and Disclosure Requirements

A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or sub-grant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall inform LCBH that the recipient has not made, and will not make, any payment prohibited by II. Prohibition of this provision.

B. Each recipient shall file a disclosure if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under II. Prohibition of this provision if paid for with appropriated funds.

C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person. An event that materially affects the accuracy of the information reported includes:

- i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

D. Each person (or recipient) who requests or receives from a person of this provision a contract or agreement, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

END OF ATTACHMENT "F"