

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement	BOS-25-086
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-25-086**

This Amendment to Agreement No. BOS-25-086 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-25-086 was entered into on July 1, 2025 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$385,000 from \$350,000 to \$735,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services to include additional beds and services; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms to reference the new increased amount.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$385,000 from \$350,000 to \$735,000.
2. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered and a new Exhibit A is attached herein.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D.
Director of Health Services

Date: 11/24/25

Budgeted: No
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHMS75
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

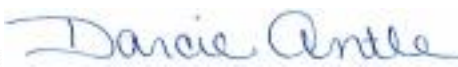
By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 10/28/2025

CONTRACTOR/COMPANY NAME

By: 
Elena Mashkevich,
Executive Director of Contracts

Date: 11-19-2025

NAME AND ADDRESS OF CONTRACTOR:

Crestwood Behavioral Health
520 Capital Mall, Suite 800
Sacramento, CA 95814
916-764-5310
elena.mashkevich@cbhi.net

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement


COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 10/28/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 10/28/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 24-134
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

This is a fee for service contract with no minimum beds reserved. All referrals will come from or be approved by the Mendocino County Director of Health Services or designee.

- A. CONTRACTOR shall provide long term care for adults with serious mental illness who are in need of mental health rehabilitation services classified as psychiatric/psychosocial rehabilitation. All services shall be provided in a mental health rehabilitation center (MHRC) in accordance with the following description of services, and at the following facilities:

1. Skilled Nursing Facility/Special Treatment Program (SNF/STP)

a) Institutions for Mental Diseases (IMD) facility

- i. Crestwood Wellness and Recovery Center – Redding (99 beds)

b) Non-Institutions for Mental Diseases (Non-IMD) facilities

- i. Crestwood Manor SNF/STP – Stockton (190 beds)
- ii. Crestwood Manor SNF/STP – Modesto (194 beds)
- iii. Crestwood Manor SNF/STP – Fremont (126 beds)
- iv. Crestwood Treatment Center SNF – Fremont (66 beds)

c) Programs

CONTRACTOR shall provide Behavioral Intervention to the chronically and persistently mentally ill population in a secure residential setting licensed as a SNF/STP. Services include:

- i. Behavior modification
- ii. Skilled and intensive nursing
- iii. Life skills training
- iv. Recreation
- v. Rehabilitation services
- vi. Geropsychiatric services
- vii. Neurobehavioral program
- viii. Programming for head trauma and organic disorders

d) Treatment Plan

A multi-disciplinary team shall develop individual treatment plans for COUNTY-authorized clients who are admitted to CONTRACTOR's facility. Each individual treatment plan shall include the following components:

- i. Psychiatric and medical care specific information for elderly psychiatric patients that address problems identified as reasons for the referral and includes treatment goals focused on reducing the level of care needed by

- the client and/or maintaining the client at his/her optimum level of functioning.
- ii. Specific approaches to improve problem behaviors including, but not limited to, orientation, bowel and bladder management, self-care, and modifying annoying or anti-social behavior.
- iii. Group programming designed to address the identified problem behaviors which includes, but is not limited to, re-motivation, current events, orientation, social interaction, arts and crafts activities, music exercise, community re-orientation, problem solving, and skill development such as self-care.
- iv. Organized recreation activities which support the treatment goals and enhance the client's quality of life while in the facility, e.g., music, games, movies, excursions, and parties.
- v. Individual treatment.
- vi. Counseling for family/significant others.
- vii. Discharge planning and placement services.
- viii. Treatment activities scheduled throughout the client's waking hours and directed towards achieving treatment plan goals, enhancing the client's feeling of self-worth, self-expression, self-care, and community living skills.
- ix. A psychiatric program which includes the capacity for:
 - 1) Restraint and seclusion as ordered; restraints as needed to ensure safety.
 - 2) Geri-chair for behavior control when less restrictive interventions are ineffective.
 - 3) Formal one-to-one supervision, as needed.
 - 4) Administration of pro re nata (PRN) ("As Needed") medications.
 - 5) Suicide precautions/other observation as needed to ensure safety.
 - 6) Provision of redirection to patient for specific behaviors.
 - 7) Administration of a medication plan for appropriate, up-to-date medications, continuation of the Medi-Cal Treatment Authorization Request (TAR) process as needed, and administration of medication to resistant patients, including Intramuscular (IM) medication.

2. Mental Health Rehabilitation Center

- a) Facilities
 - i. Crestwood Center – Sacramento (54 beds)
 - ii. Crestwood Center – Angwin (54 beds)
 - iii. Crestwood Recovery and Rehabilitation Center – Vallejo (91 beds)
 - iv. Crestwood Behavioral Health Center – Bakersfield (55 beds)
 - v. Crestwood Behavioral Health Center – Eureka (42 beds)
 - vi. Crestwood Behavioral Health Center – San Jose (100 beds)
 - vii. Crestwood San Diego – San Diego (109 beds)
 - viii. Crestwood Chula Vista – Chula Vista (40 beds)
 - ix. Kingsburg Healing Center – Kingsburg (66 beds)
 - x. Champion Healing Center – Lompoc (80 beds)

- xi. Fallbrook Healing Center – San Diego (132 beds)
- xii. Crestwood Healing Center – San Francisco (54 beds)

b) Programs

CONTRACTOR shall provide psychosocial rehabilitation programs in secured residential settings with a focus on brief lengths of stay. Services include:

- i. Recovery focused programs
- ii. Independent living skills training
- iii. Behavioral Intervention
- iv. Vocational/prevocational training
- v. Self-advocacy/peer counseling
- vi. Case management
- vii. Dual diagnosis
- viii. Family therapy

3. Alternative Programs: Adult Residential Facilities (ARF), Social Rehabilitation Centers (SRC)

a) Facilities

- i. Pathways Social Rehabilitation Center – Eureka (16 beds)
- ii. Our House ARF – Vallejo (46 beds)
- iii. Bridge Program Social Rehab. – Bakersfield (15 beds)
- iv. Bridge Program ARF – Pleasant Hill (64 beds)
- v. American River Residential Services ARF – Carmichael (28 beds)
- vi. Bridge Program Social Rehab. – Fresno (15 beds)
- vii. The Pathways Social Rehab. – Pleasant Hill (16 beds)
- viii. Crestwood Hope Center RCFE – Vallejo (24 beds)

b) Programs

CONTRACTOR shall provide residential/nonresidential and transitional services in unlocked independent settings. Services include:

- i. Extensive life skills training
- ii. Dual recovery program
- iii. Transitional living
- iv. Peer counseling
- v. Wellness Recovery Action Plan (WRAP)
- vi. Medication education and management
- vii. Individual counseling session
- viii. Vocational and pre-vocational support
- ix. Continuing education support
- x. Nutritional Training and individualized support
- xi. Community-based social activities

4. Psychiatric Health Facilities

a) Facilities

- i. Crestwood Psychiatric Health Facility – Bakersfield (16 beds)
- ii. Crestwood Psychiatric Health Facility – American River, Carmichael (16 beds)
- iii. Crestwood Psychiatric Health Facility – San Jose (16 beds)
- iv. Crestwood Psychiatric Health Facility – Sacramento (16 beds)
- v. Crestwood Psychiatric Health Facility – Sonoma (Santa Rosa) (16 beds)
- vi. Crestwood Psychiatric Health Facility – Solano (16 beds)
- vii. Crestwood Psychiatric Health Facility- San Los Obispo (16 beds)

b) Programs

- i. 24-hour psychiatric and mental health consultation
- ii. 24-hour nursing supervision and care
- iii. Individual therapy with licensed clinician
- iv. Integrated treatment planning process
- v. Resiliency training
- vi. WRAP
- vii. Dialectical Behavior Therapy (DBT)
- viii. Psycho-educational groups, individual counseling, and support
- ix. Individualized recovery plans to achieve personal goals
- x. Motivational strategies to engage and continue engagement for this population

5. Facilities shall have the capability of providing all of the following services. However, services provided to individual patients will be dependent upon the patient's specific needs:

a) Self-Help Skills Training. This shall include, but is not limited to:

- i. Personal care and use of medication
- ii. Money management
- iii. Use of public transportation
- iv. Use of community resources
- v. Behavior control and impulse control
- vi. Frustration tolerance
- vii. Mental Health education
- viii. Physical fitness

b) Behavior Intervention Training. This shall include, but is not limited to:

- i. Behavior modification modalities
- ii. Re-motivation therapy
- iii. Patient government activities
- iv. Group counseling
- v. Individual counseling

c) Interpersonal Relationships. This shall include, but is not limited to:

- i. Social counseling
- ii. Education and recreational therapy

- iii. Social activities such as outings, dances, etc.
 - d) Prevocational Preparation Services. This shall include, but is not limited to:
 - i. Homemaking
 - ii. Work activity
 - iii. Vocational counseling
 - e) Pre-Release Planning
 - f) Out-of-Home Placement
6. CONTRACTOR shall provide a minimum average of twenty-seven (27) hours per week of direct group or individual program services for each patient for SNF/STP facilities.
- B. In conjunction with the COUNTY Director of Health Services or designee, CONTRACTOR shall reassess each COUNTY patient at least every four (4) months to determine current level of functioning and individual program needs.
- C. CONTRACTOR shall utilize the following acuity levels for rate determination:
1. Level 1: Clients with the greatest psychiatric stabilization, requiring minimal behavioral intervention and benefitting from structured psychoeducation, community living skills, and medication management to support independence.
 - a) Receives twenty-four (24) hour skilled nursing care with Registered Nurse (RN) oversight\ Maintains individualized plan of care with regular psychiatric visits.
 - b) Participates in substance use treatment, 1:1 counseling, and psychoeducation.
 - c) Demonstrates engagement in recovery-focused programming.
 - d) Utilizes cognitive and milieu therapies to improve insight, functioning, and social skills.
 - e) Builds independence through Activities of Daily Living (ADL) support and community living skills.
 - f) Stabilizes on psychotropic medications with monitoring and management.
 2. Level 2: Clients with significant psychiatric and behavioral challenges requiring frequent interventions, enhanced supervision, and intensive behavioral support to promote stabilization.
 - a) Moderate to high supervision needed, including thirty (30) min to 1:1 safety checks.
 - b) Frequent behavioral redirection and use of individualized behavior plans.
 - c) Direct assistance with ADLs and supervised dining due to behavioral barriers.
 - d) Engagement in twenty-seven (27) to sixty-one (61) hours/week of structured programming with increased staff support.

- e) High risk for absent without leave (AWOL), assaultive behavior, or socially inappropriate conduct.
 - f) Requires behavioral contracts, enhanced medication compliance support, and psychiatric oversight.
 - g) Requires specialized supports (e.g., Clozaril monitoring, catheter care, Orchid Dining Program).
3. Level 3: Clients with a high level of acuity requiring intensive supervision, frequent interventions, and enhanced medical and behavioral support for stabilization.
- a) Frequent 1:1 supervision for high-risk behaviors such as polydipsia, a mental health condition where a person compulsively swallows non-food items (PICA), choking, fall risk, or aggression.
 - b) Fifteen (15) minute safety checks and daily room searches implemented to ensure client and community safety.
 - c) Enhanced physician and behavioral health support provided, including individual counseling.
 - d) Individualized programming and 1:1 support due to isolative behavior, poor group attendance, or complex psychiatric symptoms.
 - e) High supervision and behavioral interventions are required for clients with dual diagnoses, substance use history, property destruction, or assaultive behavior.
 - f) Additional services such as sensory room visits, behavior contracts, and consultation with outside specialists or coordination for physical therapy.
- D. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations shall be completed at least annually and up to every six (6) months and forwarded to COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with CONTRACTOR, CONTRACTOR shall accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County Director of Health Services or designee.
- E. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved.

COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- F. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, the Mendocino County Mental Health Plan (MHP) contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- G. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- A. COUNTY shall pay CONTRACTOR only for Authorized Services that have been negotiated using CONTRACTOR's Negotiated Rate Agreement Form (Attachment 2).
1. When placing a client in a facility, COUNTY and CONTRACTOR shall come to an agreement on the appropriate level of care. Each facility has different programs and rates (Attachment 3); COUNTY shall prioritize the facility and program that best fits the client.
 2. Before admission of a client, authorized representatives of COUNTY and CONTRACTOR shall complete a Negotiated Rate Agreement form (Attachment 2) for the chosen facility that designates the rate and level of care for the client. CONTRACTOR shall supply an Authorization for Admission specifying the agreed-upon rate for COUNTY representative to sign.
- B. CONTRACTOR shall bill COUNTY monthly on an approved invoice (Attachment 4).
- C. CONTRACTOR's invoice shall include:
1. Time period the invoice covers.
 2. Services rendered during the time period covered by the invoice. Services shall be sorted by program/facility.
 3. Signature of CONTRACTOR certifying the services described on the invoice have been performed.
- D. Invoices are due by the tenth (10th) of the month following the month of service provision. Invoices not received within thirty (30) days will not be honored.
- E. Invoices are to be sent to:
- COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller
- F. The compensation payable to CONTRACTOR hereunder shall not exceed Seven Hundred Thirty-Five Thousand Dollars (\$735,000) for the term of this Agreement.

[END OF PAYMENT TERMS]