

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 15, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Crestwood Behavioral Health, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its residential care facility offering a broad range of services to Behavioral Health and Recovery Services (BHRS) residents requiring a structured environment due to mental health challenges; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Negotiated Rate Agreement Form
Attachment 2	Crestwood Rates Chart

The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: [Signature]
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: 6/20/17

Budgeted: Yes No
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHAS75
Grant: Yes No
Grant No.:

COUNTY OF MENDOCINO
By: [Signature]
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS
AUG 17 2017
Date: _____

ATTEST:
CARMEL J. ANGELO, Clerk of said Board
By: [Signature]
Deputy
Date: AUG 17 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.
CARMEL J. ANGELO, Clerk of said Board
By: [Signature]
Deputy
Date: AUG 17 2017

INSURANCE REVIEW:
By: [Signature]
ALAN D. FLORA, Risk Manager
Date: 7-10-17

CONTRACTOR/COMPANY NAME
By: [Signature]
Signature
Printed Name: Gary Zeyen
Title: Controller
Date: 7/25/17

NAME AND ADDRESS OF CONTRACTOR:
Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
916-471-2244
gzeyen@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:
KATHARINE L. ELLIOTT, County Counsel
By: [Signature]
Deputy
Date: 6/30/17

FISCAL REVIEW:
By: [Signature]
Deputy CEO/Fiscal
Date: 7-10-17

EXECUTIVE OFFICE REVIEW:
APPROVAL RECOMMENDED
By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer
Date: 7-10-17

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed 18-01

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the COUNTY'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of CONTRACTOR. "COUNTY'S performance" includes COUNTY'S action or inaction and the action or inaction of COUNTY'S officers, employees, and agents.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit "C," and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and

regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
 7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
 8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA Behavioral Health and Recovery Services
1120 S. Dora St.
Ukiah, CA 95482
Attn: Navin Bhandari

To CONTRACTOR: Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
Attn: Gary Zeyen

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs

incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit "A" shall not exceed \$260,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all

expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from

CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

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 Behavioral Health and Recovery Services (BHRS) Director or designee.

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 will 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 – Stockton (190 beds)

ii) Crestwood Manor – Modesto (184 beds)

iii) Crestwood Manor – Fremont (126 beds)

iv) Crestwood Treatment Center (Non-STP) – Fremont (66 beds)

c) Programs

CONTRACTOR will provide Behavioral Intervention to chronic and persistent mentally ill population in a secure residential setting licensed as a Skilled Nursing Facility/Special Treatment Program (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:

Exhibit A – Page 2

- i) Psychiatric and medical care specific to 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 and 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, 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 insure safety
 - (2) Geri-chair for behavior control when less restrictive interventions are ineffective
 - (3) Formal one-to-one supervision, as needed
 - (4) Administration of PRN ("As Needed") medications
 - (5) Suicide precautions/other observation as needed to insure 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)

Exhibit A – Page 3

- iv) Crestwood Behavioral Health Center – Bakersfield (55 beds)
- v) Crestwood Behavioral Health Center – Eureka (16 beds)
- vi) Crestwood Behavioral Health Center – San Jose (98 beds)
- vii) Crestwood San Diego – San Diego (42 beds)
- viii) Crestwood Chula Vista – Chula Vista (40 beds)
- ix) Kingsburg Healing Center – Kingsburg (44 beds)

b) Programs

CONTRACTOR will 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

a) Facilities

- i) Pathways – Eureka (16 beds)
- ii) Our House – Vallejo (46 beds)
- iii) Bridge Program – Bakersfield (15 beds)
- iv) Bridge Program – Pleasant Hill (64 beds)
- v) American River Residential Services – Carmichael (28 beds)
- vi) Bridge Program – Fresno (15 beds)
- vii) The Pathways – Pleasant Hill (16 beds)
- viii) Crestwood Hope Center – Vallejo (24 beds)
- ix) The Courtyard Community – Eureka (14 beds)

b) Programs

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

- i) Extensive life skills training
- ii) Dual recovery program
- iii) Transitional living

Exhibit A – Page 4

- iv) Peer counseling
- v) Wellness Recovery Action Plan (WRAP)
- vi) Planning
- vii) Case management
- viii) Nursing support
- ix) Transitional age youth program
- x) Behavioral self-management
- xi) Neurobehavioral services
- xii) Dementia/Alzheimer's care
- xiii) Community Residential

4. Psychiatric Health

a) Facilities

- i) Crestwood Psychiatric Health Facility – Bakersfield (16 beds)
- ii) Crestwood Psychiatric Health Facility – 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 – Vallejo (16 beds)

b) Programs

- i) Acute inpatient psychiatric services
- ii) Living Room Model
- iii) Resiliency training
- iv) Wellness Recovery Action Plan (WRAP)
- v) Dialectical Behavior Therapy (DBT)

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

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- 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 not be limited to:
 - i) Homemaking
 - ii) Work activity
 - iii) Vocational counseling
 - e) Pre-release planning
 - f) Out-of-home placement
6. A minimum average of 27 hours per week of direct group or individual program services will be provided for each patient.
 7. In conjunction with the BHRS Director or designee, CONTRACTOR will reassess each COUNTY patient at least every four (4) months to determine current level of functioning and individual program needs.
 8. CONTRACTOR agrees to provide two Lanterman-Petris-Short (LPS) Conservatorship Declarations if the client is a conservatee. The Declarations, which will be completed by two physicians or licensed psychologists who have a doctoral degree in psychology and at least five 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 are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment except when authorized in writing, and in advance, by the Mendocino County BHRS Director or designee.
 9. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole

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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 30 days from the date of first notice, COUNTY may additionally impose a penalty of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the 30-day time period that CONTRACTOR's non-compliance continues. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a 30-day written notice.

10. 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.
11. This agreement may be terminated by either party without cause upon 45 days written notice to the other party.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- 1) COUNTY will pay CONTRACTOR only for Authorized Services that have been negotiated using CONTRACTOR's Negotiated Rate Agreement Form (Attachment 1).
 - a. When placing a client in a facility, COUNTY and CONTRACTOR will come to an agreement on the appropriate level of care. Each facility has different programs and rates (Attachment 2); COUNTY will prioritize the facility and program that best fits the client.
 - b. Before admission of a client, authorized representatives of COUNTY and CONTRACTOR will complete a Negotiated Rate Agreement form (Attachment 1) for the chosen facility that designates the rate and level of care for the client. CONTRACTOR will supply an Authorization for Admission specifying the agreed-upon rate for COUNTY representative to sign.
- 2) CONTRACTOR will bill COUNTY monthly on an approved invoice.
- 3) CONTRACTOR'S invoice will include:
 - a. Time period the invoice covers.
 - b. Services rendered during the time period covered by the invoice. Services will be sorted by program/facility.
 - c. Signature of CONTRACTOR certifying the services described on the invoice have been performed.
- 4) Invoices are due by the 10th of the month following the month of service provision. Invoices not received within 30 days will not be honored.
- 5) Invoices are to be sent to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora St.
Ukiah, CA 95482
Attn: Jenine Miller

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: Crestwood Behavioral Health, Inc.

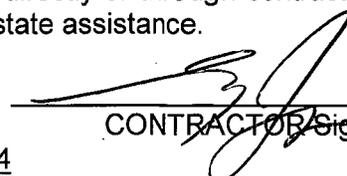
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/25/17
Date
520 Capitol Mall, Suite 800, Sacramento, CA 95814
Address of CONTRACTOR


CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Gary Zeyen

 (Type Name)

Controller

 (Title)



 (Signature)

Crestwood Behavioral Health, Inc.

 (Organization Name)

520 Capitol Mall, Suite 800
 Sacramento, CA 95814

 (Organization Address)

7/25/17

 (Date)

Attachment 1



NEGOTIATED RATE AGREEMENT

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: _____ Date: _____

Resident/Consumer Name: _____ MRN: _____

SSN: _____ Date of Birth: _____

County: _____

Effective Date: _____

Daily Rate/Supplemental-Patch Rate (circle one): _____

Name Facility Representative (please print): _____

Title (please print): _____

Signature Facility Representative: _____ Date: _____

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): _____

Title (please print): _____

Signature County Representative: _____ Date: _____

Attachment 2

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2017					
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

			204.94	21.00	225.94
			204.94	42.00	246.94
			204.94	53.00	257.94
			204.94	105.00	309.94

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				21.00	21.00
				32.00	32.00
				34.00	34.00
				53.00	53.00

				79.00	79.00
				105.00	105.00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL		****		
MODESTO				21.00	21.00
				37.00	37.00
				53.00	53.00
				79.00	79.00
				105.00	105.00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL		****		
FREMONT GTC	NON MEDI CAL		****	124.00	
	NEURO-BEHAV			124.00	124.00
	CONVERSION(REQUIRES PRIV ROOM)				270.20
CRESTWOOD MANOR FREMONT				21.00	21.00
			0.00	29.00	29.00
			0.00	53.00	53.00
				84.00	84.00
				124.00	124.00
****	Medi-Cal Published Rate				
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	MHRC				219.00
	SUB ACUTE				265.00
SAN JOSE					262.00

	PREGNANT				273.00
VALLEJO	LEVEL 1				324.00
	LEVEL 2				275.00
	LEVEL 3				244.00
	LEVEL 4				229.00
ANGWIN	LEVEL 1				314.00
	LEVEL 2				250.00
	LEVEL 3				204.00
BAKERSFIELD	LEVEL 1				265.00
	LEVEL 2				588.00
EUREKA					276.00
SAN DIEGO	LEVEL 1				398.00
	LEVEL 2				342.00
	LEVEL 3				285.00
	BED HOLD				277.00
CHULA VISTA					
	LEVEL 1				398.00
	LEVEL 2				342.00
	LEVEL 3				285.00
	BED HOLD				277.00
KINGSBURG	LEVEL 1				414.00
	LEVEL 2				362.00
	LEVEL 3				311.00
	BED HOLD				259.00

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				817.61
SAN JOSE				960.00
	INDIGENT			1,069.00
SOLANO				887.00
KERN				984.00
AMERICAN RIVER				811.13
COMMUNITY CARE CENTERS				
EUREKA		RCFE		158.00
		PATHWAY		176.00
OUR HOUSE				116.00
BRIDGE(KERN)				185.00
AMERICAN RIVER RESIDENTIAL				122.00
PLEASANT HILL BRIDGE				122.00
PLEASANT HILL PATHWAYS				180.00

FRESNO					185.00
VALLEJO RCFE					127.00
GEROPSYCH 651					
				ENHANCED	TOTAL
STOCKTON				0	0.00
				21.00	21.00
				53.00	53.00
				SPECIAL	
VALLEJO				0	0.00
				21.00	21.00
				53.00	53.00
				SPECIAL	
MODESTO				0	0.00
				21.00	21.00
				53.00	53.00
				SPECIAL	
REDDING GTC				0	0.00
				21.00	21.00
				53.00	53.00
				SPECIAL	
CRESTWOOD MANOR-FREMONT				0.00	0.00
				21.00	21.00
				29.00	29.00
				53.00	53.00