

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 21-080**

This Amendment to BOS Agreement No. 21-080 is entered into this 16th day of Nov, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Nadham, Inc. DBA Creekside Convalescent Hospital – Behavioral Health Unit**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-080 was entered into on July 1, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the number of beds available for Behavioral Health clients; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in BOS Agreement No. 21-080, from \$251,850 to \$314,640; and

WHEREAS, the Exhibit A, Definition of Services and Exhibit B, Payment Terms will be updated to reflect the increase in available beds.

NOW, THEREFORE, we agree as follows:

1. The amount set out in BOS Agreement No. 21-080 will be increased from \$251,850 to \$314,640.
2. The Exhibit A, Definition of Services and Exhibit B, Payment Terms have been updated and new Exhibits are attached herein.

All other terms and conditions of BOS Agreement No. 21-080 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jerrine Miller, Psy.D., BHRS Director

Date: 10/26/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4050

Line Item: 86-3162

Org Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair 11/16/2021  
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy 11/16/2021

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 11/16/2021

INSURANCE REVIEW:

By: [Signature]  
Risk Management

10/26/2021

CONTRACTOR/COMPANY NAME:

By: [Signature]  
Donald Atterberry, Administrator

Date: 10/27/21

NAME AND ADDRESS OF CONTRACTOR:

Nadham, Inc. DBA  
Creekside Convalescent Hospital  
Behavioral Health Unit  
850 Sonoma Ave.  
Santa Rosa, CA 95404  
707-303-8834  
jsmith@thekke.com

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:

CHRISTIAN M. CURTIS,  
County Counsel  
By: [Signature]  
Deputy

10/26/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: [Signature] 10/26/2021  
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ EB# 22-10  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Located outside Mendocino County



## EXHIBIT A

### DEFINITION OF SERVICES

This is a dedicated contract for four (4) reserved beds. All services provided will be in accordance with the following definition of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee for reimbursement.

1. Creekside Rehabilitation and Behavioral Health is a fifty-seven (57) bed Special Treatment Program licensed by the California Department of Public Health and Certified by the California Department of Health Care Services to provide services to serious and persistently mentally ill adults. Clients must be Lanterman-Petris- Short (LPS) conserved for grave disability and referred by their County Mental Health Division for services, and must have Medi-Cal insurance to cover medication and other services. The services provided are as follows:
  - A. Basic Services: The basic service level [the minimum array of services provided to Institute for Mental Disease (IMD) clients, which includes the following: Skilled Nursing Facility (SNF), SNF with Special Treatment Program (STP) or Mental Health Rehabilitation Center] complies with respective California Code of Regulations defining the scope and responsibility of such facility-based services. The STP services, as they currently exist, include: wellness and recovery skills, life skills training, recreation, dual recovery, money management, trainings on accessing community resources and services, transitional programs, work activity, and discharge planning. CONTRACTOR further agrees that basic services provided under this Agreement will also include reasonable access to medical treatment and up-to-date psychopharmacology including atypical anti-psychotics, transportation to needed off-site therapeutic services, and bilingual/bicultural programming. Services may be modified or added to the services listed above during the term of this Agreement. For clients who require augmented supervision and specialized mental health intervention above the basic SNF/STP services due to specific identified behavioral and/or medical problems, CONTRACTOR shall provide additional experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors, and recreational therapists. CONTRACTOR's program shall target enhanced services for those clients whose mental health symptoms become so severe that they are at high risk of being discharged from the facility. CONTRACTOR will make available upon request by COUNTY at least one (1) copy of CONTRACTOR's State Department of Mental Health-approved "Special Treatment Program" (STP) Plan. All services described in the STP Plan will be considered as basic services provided to all Mendocino COUNTY clients, under the terms of this Agreement.
  - B. Enhanced Services: Enhanced services described below will consist of intensive supervision and unique mental health treatment interventions which will augment the SNF and STP services being provided to seriously mentally disabled adults in the CONTRACTOR's facilities. The enhanced treatment services being purchased by COUNTY from CONTRACTOR are designed to meet the special

needs of mentally disabled adults who have severe psychiatric illnesses and/or concurrent medical complications, and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

2. COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR's facility(ies). All admissions shall be subject to the screening procedures and standards mutually agreed upon by CONTRACTOR and COUNTY. The admission of all persons receiving services under this Agreement must receive prior approval of the BHRS Director or designee.
3. CONTRACTOR shall admit clients with a DSM V diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services/special treatment program or Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission. The frequency, scope and severity of these behaviors are determining factors for admission, which can be negotiated between COUNTY and CONTRACTOR for each client admission. COUNTY may grant individual exception to the admission criteria.
4. If CONTRACTOR denies an admission, COUNTY's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, COUNTY and CONTRACTOR may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of CONTRACTOR.
5. It is agreed by COUNTY and CONTRACTOR that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission.
6. COUNTY liaison and facility staff shall coordinate for pre-discharge and discharge planning.
7. Treatment progress will be reviewed at least monthly, or more often as necessary, by the treatment team, the resident's guardian, and COUNTY case manager to determine the necessity of ongoing services. When appropriate the treatment team may recommend and coordinate with the guardian and COUNTY BHRS for the resident's transfer from one program to another within the facility in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.
8. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the BHRS Director or designee.

9. 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 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.
10. 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 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 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.
11. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
12. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

13. 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

1. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. \$230 per bed, per day
  - B. Four (4) dedicated beds, per day
  - C. Daily cost..... \$920
2. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).
3. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY.
4. CONTRACTOR will submit invoices by the tenth (10<sup>th</sup>) of the month following month of services. Invoices not received within thirty (30) days will not be paid.
5. CONTRACTOR shall submit itemized invoices to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 895482  
Attn: Jenine Miller

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Fourteen Thousand Six Hundred Forty Dollars (\$314,640) for the term of this Agreement.

[END OF PAYMENT TERMS]