RESOLUTION - ACTION REQUESTED 2016-383

MEETING: July 19, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Davis Guest Home Agreement to Provide Residential Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Davis Guest Home to provide community residential treatment services for Mariposa County Behavioral Health in an amount not to exceed $35,770; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest home has served Stanislaus and other counties for over 25 years.

Mental Health Board Review:
On recurring contract renewals the Mental Health Advisory Board has set direction that such contracts will be available for review by the Mental Health Advisory Board members and do not require review unless there are changes in the provisions of the contract prior to coming to the Board of Supervisors. This contract meets that criteria and is submitted to the Board of supervisors for a positive action.

Funding Source:
This item is funded through Program Realignment funds. The rates for this contract are below rates for a psychiatric emergency hospital beds or other serious levels of care, and there are significant staff time and cost savings for such placements during follow up visits because of the nearby location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on September 1, 2015, by Resolution Number 2015-424.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.
FINANCIAL IMPACT:
This contract will be paid within the Behavioral Health budget unit. There will be no impact to the County General Fund.

ATTACHMENTS:
Davis Guest Home Agreement 2017 Wc-sig 2017 (corrected)  (PDF)
Davis Guest Home 2017 Exhibit A  (PDF)
Davis Guest Home 2017 Exhibit B  (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO  7/14/2016

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Rosemarie Smallcombe, District I Supervisor
SECONDER:  Marshall Long, District III Supervisor
AYES:  Smallcombe, Jones, Long, Cann, Carrier
AGREEMENT BETWEEN DAVIS GUEST HOME AND THE COUNTY OF MARIPOSA FOR ADULT RESIDENTIAL SUPPORT FOR FISCAL YEAR
2016-17

THIS AGREEMENT is entered into this 19th day of July, 2016, by and between the County of Mariposa, hereinafter “COUNTY,” and Davis Guest Home, hereinafter “CONTRACTOR.”

RECITALS

WHEREAS, the Mariposa County Behavioral Health Department provides Mental Health to residents of Mariposa County; and

WHEREAS, the Board of Supervisors of COUNTY has determined that its Mental Health program requires a community residential treatment facility component through contractual agreement with CONTRACTOR; and

WHEREAS, CONTRACTOR has appropriate staffing and facility necessary to provide such additional Behavioral Health component and desires to enter into this AGREEMENT with COUNTY upon the provisions hereinafter set forth;

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I. CONTRACTOR’S RESPONSIBILITIES

CONTRACTOR shall provide to clients referred by COUNTY adult residential support services pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at CONTRACTOR’S facility known as “DAVIS GUEST HOME,” hereinafter called “FACILITY”.

CONTRACTOR shall provide staffing at the FACILITY twenty-four (24) hours per day, seven (7) days per week. Staffing will include all legally required care for clients. Types of services are more fully described in Exhibit A, attached hereto and made part of this contract by reference entitled “DAVIS GUEST HOME SERVICES’.

CONTRACTOR’S fee for services are outlined and more fully described in Exhibit B, attached hereto and made part of this contract by reference, entitled “DAVIS GUEST HOME RATES”.

The definitions contained in Title 9, Section 1810, shall apply in this contract.

CONTRACTOR will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this AGREEMENT, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and
Reinvestment Act of 2009, Public Law 111-005 (HITECH Act) and HIPAA Omnibus Final Rule. CONTRACTOR will make his/her best efforts to preserve data integrity and the confidentiality of protected health information. Any security incidents or breaches of unsecured Protected Health Information or Personal Information will be reported to Mariposa County Behavioral Health within 5 working days. CONTRACTOR will have in place a policy on Advanced Directives which complies with Mariposa County Behavioral Health Policies and Procedures on Advance Directives, P/P No. IV.B-05.

A. SERVICES TO BE PROVIDED

CONTRACTOR, shall admit only those clients who require Residential Support Services, as defined by appropriate law and regulations. All clients admitted to FACILITY, if applicable, must (either personally or on their behalf by an authorized representative) enter into an Admission Agreement; must have completed Physicians Report; and must complete the Consent for Emergency Medical Treatment, adhering to the Admission/Discharge Criteria, and more fully described in Exhibit A, entitled “DAVIS GUEST HOME SERVICES”. All client admissions must be authorized in writing by the client (either personally or on their behalf by client’s responsible party) and by the Mariposa County Behavioral Health Department Director or Designee. No services can be authorized, nor will admission be permitted, if COUNTY has not provided approval in writing for the client’s admission together with an AGREEMENT to pay for those services.

In addition to the above services, CONTRACTOR and COUNTY shall develop a Service Plan for each client. Such plan shall utilize treatment resources available to the CONTRACTOR.

CONTRACTOR shall provide COUNTY with access to beds at FACILITY. It is understood by both CONTRACTOR AND COUNTY that due to availability of beds, clients’ needs, and services available, actual utilization of above facility will vary. COUNTY may have access to additional beds at the FACILITY, provided that additional beds are available for use.

B. BILLING AND SUPPORTING DOCUMENTATION

CONTRACTOR shall bill COUNTY on or before the tenth (10) working day of the month following the month in which Specialty Mental Health services were provided to the client. CONTRACTOR shall use an approved form for billing the COUNTY for Specialty Mental Health services provided under this AGREEMENT. All billing forms, including supporting documentation, shall clearly reflect client name, number of client days, types of services, and corresponding rates. All supporting documentation must accompany the approved billing form or service(s) may be denied.

CONTRACTOR shall submit a bill for services provided to the COUNTY for payment in accordance with the provisions of this AGREEMENT. COUNTY shall not be obligated to pay CONTRACTOR for services provided which are the subject of any bill if CONTRACTOR submits such bill to COUNTY more than ninety days (90) after the date CONTRACTOR provides the services, or more than ninety (90) days after this
AGREEMENT terminates, whichever is earlier.

The contracting parties shall be subject to the examination and audit of the Department of Health Care Services or Auditor General for any contract in excess of $10,000 which utilizes state funds for a period of three years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR shall also be subject to the examination and audit of the Department and the State Auditor General for a period of three years after final payment under contract (Government Code Section 8546.7)

CONTRACTOR will be obligated to reimburse COUNTY for any claims subsequently denied for payment by the State of California due to violations of applicable rules and regulations.

/  /

C. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mariposa and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by COUNTY. CONTRACTOR and COUNTY shall comply with California Code of Regulations., Title 9, Section 1810.435, in the selection of providers and shall review for continued compliance with standards at least once every three years.

D. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this AGREEMENT in accordance with industry and/or professional standards applicable to CONTRACTOR’s services. Contract shall be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

It is the policy of County that contracted providers will provide all adult Medi-Cal beneficiaries with information concerning their rights under California state law regarding Advance Medical Directives at the first face-to-face contact for services, and thereafter upon request by a Medi-Cal beneficiary.

CONTRACTOR will assure that each beneficiary has adequate information about the CONTRACTOR’S problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor’s beneficiary booklet and providing the beneficiary booklet to beneficiaries. CONTRACTOR will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also
explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to California Code of Regulations, Title 9, Section 1850.210. A CONTRACTOR provider site means any office or facility owned or operated by the CONTRACTOR at which beneficiaries may obtain specialty mental health services.

E. REPORTING

CONTRACTOR agrees to provide COUNTY with any reports which may be required by State or Federal agencies for compliance with this AGREEMENT.

F. PATIENT RECORDS/CONFIDENTIALITY

Clinical records of each client served at the FACILITY shall be the property of CONTRACTOR and shall be kept at least seven (7) years and in the case of a minor, record retained until 7 years past the minor’s age of 25. All information and records obtained in the course of providing services under this AGREEMENT shall be confidential and CONTRACTOR shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients’ rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this AGREEMENT. Clinical records shall contain sufficient detail to make possible an evaluation by COUNTY’s Behavioral Health Director or her designee, or the State Department of Health Care Services (DHCS) and shall be kept in accordance with the rules and regulations of the Community Mental Health Act of 1967, as amended.

CLIENT’S rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100. Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse treatment.

ALL expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of $2.25 per page.

G. INSPECTION BY COUNTY

CONTRACTOR AGREES to extend to COUNTY or its designee, the right to review and monitor all 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.
II. COUNTY’S RESPONSIBILITIES

COUNTY shall pay CONTRACTOR for clients approved for Residential Support Services per the rate schedule outlined in Exhibit B, attached hereto and incorporated by this reference.

COUNTY shall pay CONTRACTOR on a monthly basis, in arrears for Specialty Mental Health, authorized by Mariposa County Behavioral Health Director or Designee, placed in the CONTRACTOR’s facility. Monthly payment may vary based on actual billed client days for residential support services.

COUNTY shall not provide reimbursement for date of discharge.

COUNTY clients who are able to pay for residential support services from other public or private resources are not billable under this CONTRACT.

COUNTY agrees to pay CONTRACTOR a daily patch rate of $98.00 per day per client, in addition to the current SSI/SSA B&C rate of $1014.00/$1,034.00 a month per client for clients whose SSI/SSA B&C lapses. COUNTY will only pay for clients SSI/SSA B&C rate until SSI/SSA benefits are reinstated.

The client SSI/SSA monthly residential Board and Care (B&C) rate is currently $1014.00/$1,034.00 per month. These monthly rates are determined by the Federal Government and State of California and are subject to change.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose Mariposa County conservatorship terminates while at CONTRACTOR’S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR’S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to Mariposa County for placement.

TOTAL REIMBURSEMENT by COUNTY payable under the terms and conditions of this AGREEMENT shall not exceed THIRTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS ($35770.00). This amount is contingent upon funding availability through the State of California for Specialty Mental Health. COUNTY will notify CONTRACTOR within 15 business days if funding through the State of California is no longer available. CONTRACTOR will not be obligated under this contract to continue to provide services without payment by the COUNTY.

COUNTY and CONTRACTOR shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this AGREEMENT. Should such issues arise, COUNTY shall still be obligated to pay CONTRACTOR on a timely basis for those amounts and/or services which are not in
dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as AGREED by the two representatives, shall be paid to CONTRACTOR immediately after the AGREEMENT is reached by the two representatives.

III.
TERM

This Agreement shall commence as of July 1, 2016, and shall terminate on June 30, 2017, unless earlier terminated as hereinafter provided in Paragraph V, Section C, “Termination.”

IV.
DUE PERFORMANCE – DEFAULT

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

V.
TERMINATION

This Agreement may be terminated as follows:

A. By mutual written consent of the parties; or

B. By County upon sixty (60) days written notice to Contractor.

C. Upon termination prior to the full and satisfactory completion of Contractor’s performance under this Agreement, County shall not be liable to pay Contractor the total compensation set forth in provision II of this Agreement, but Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement.
VI.

INSURANCE

Contractor shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to County, and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the following insurance shall be filed with County within ten (10) days after the date of execution of this Agreement by Contractor and prior to commencement of work hereunder.

A. Compensation Insurance. Contractor shall procure and maintain, at Contractor’s own expense during the term hereof, Workers’ Compensation Insurance and Employer’s Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, Contractor shall require subcontractor similarly to provide Employer’s Liability Insurance and Workers’ Compensation Insurance for all of the latter’s employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor’s Workers’ Compensation Insurance and Employer’s Liability Insurance. Employer’s Liability Insurance shall be in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

B. Commercial General Liability. Contractor shall procure and maintain, at Contractor’s own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars ($1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor’s liability.

C. Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor’s own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with Contractor’s business in an amount not less than One Million Dollars ($1,000,000.00) combined single limit coverage per
occurrence.

D. Professional Liability Insurance. Contractor shall procure and maintain, at Contractor’s own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars ($1,000,000.00). If said insurance is written on a “claims made” form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

E. Subcontractors. Contractor shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the County for each subcontractor which shall be subject to review and approval by County. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of Contractor described with particularity herein below.

F. Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision: The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor’s insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until he has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

G. Other Insurance Provisions. For any claims related to the work performed under this Agreement, the Contractor’s insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either Contractor shall reduce or eliminate such deductibles or self-insurance retentions or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date. If any insurance coverage required by this Agreement is provided on a “Claims Made” rather than “occurrence” form, Contractor agrees to
maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

Contractor agrees to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Agreement.

VII.
INDEMNIFICATION - HOLD HARMLESS

Each party shall be responsible for its own acts and omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may arise out of any alleged negligence and/or intentional acts caused or alleged to have been caused by said party, its employees, agents or subcontractors, in the performance or omission of any act or responsibility of said party under this agreement.

Each party shall indemnify and hold the other harmless against all actions, claims, demands and liabilities and against all losses, damage, cost, expense and attorney’s fees, arising directly or indirectly out of an actual or alleged injury to a person or to property in the same proportion that his/her/it’s own acts or omission is attributed to said claim, demand, liability, loss, damage, cost, expense and/or attorney fees.

Contractor’s obligations under this Section shall survive the termination of the Agreement.

VIII.
CONTRACTOR’S WARRANTIES

Contractor hereby makes the following representations and warranties:

A. Standard of Care. Contractor represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties as specified herein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices of the Specialty Mental Health profession.

B. Non-Discrimination. In the performance of the work authorized under this agreement and consistent with the requirement of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. CONTRACTOR shall have hours of
operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the CONTRACTOR offers services to non-Medi-Cal beneficiaries.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

C. Adherence to Applicable Disability Law. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

D. HIPAA Compliance. Contractor will adhere to Titles 9 and 22, Title 42 CFR, and all Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH ACT), and the HIPAA Omnibus Final Rule published January 17, 2013, from HHS and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

E. Safety Responsibilities. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three working days of the Contractor’s knowledge of the event. An unusual occurrence is subject to investigation by Mariposa County Behavioral Health; and, upon request, a copy of the County’s investigation shall be made available to the State Department of Health Care Services (DHCS), which may subsequently conduct its own investigation.

F. Interest of Contractor. Contractor hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this work, no person having such interest shall be employed.

IX.

ASSIGNMENT

Contractor shall not assign any interest in this Agreement and shall not transfer any
interest in the same without the prior written consent of County, except that claims for money due or to become due the Contractor from County under this Agreement may be assigned by the Contractor to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

X.

INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor’s officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

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XI.

MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of Contractor and County executed by the Behavioral Health Director.

XII.

ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XIII.

OWNERSHIP OF DOCUMENTS

All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to Contractor hereunder shall become the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings,
information, and/or other documents or materials to County without exception or reservation.

XIV. 
RECORDS - AUDIT

CONTRACTOR shall provide and maintain appropriate documentation commensurate with the standards set forth by Title Nine, Chapter 11- Medi-Cal Specialty Mental Health. This includes submitting to COUNTY all data necessary for billing Day Intensive, five days per week, and making such records available to COUNTY as required by COUNTY’S Director of Behavioral Health and the California State Health and Welfare Agency. Contractor will provide all current documentation in regards to site certification to COUNTY in compliance with CCR, Title 9, Section 1810-435.

Contractor shall maintain on a current basis complete books and records relating to this Agreement available for inspection, examination, or copying by Mariposa County Behavioral Health, DHCS, HHS, the Comptroller General of the United States, and other federal and state agencies or their duly authorized representatives. Such records shall include, but not be limited to, all income and expenditures. These documents and records shall be retained by Contractor for at least seven (7) years from the termination of this Agreement, and in the case of minors all records must be retained 7 years after minor turns 25 year of age. Contractor will permit County to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by Contractor who participated in this Agreement. The inspection shall occur at reasonable times, at the CONTRACTOR’S place of business, or at such other mutually agreeable location in California. Costs of copying such records shall be borne by the party(ies) seeking to copy them at the rate of $.25 per copy. An audit may be conducted on Contractor’s premises, or at County’s option, Contractor shall provide all books and records within a maximum of fifteen (15) days of Contractor’s receipt of written notice to do so from the County. Contractor shall refund any moneys erroneously charged.

XV. 
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Mariposa County, California.

Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

XVI. 
RESIDENCY

All independent contractors providing services to County for compensation must file a
State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**XVII.**

**NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**XVIII.**

**SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**XIX.**

**NON-APPROPRIATION**

In the event County is unable to obtain funding at the end of each fiscal year for Specialty Mental Health required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

**XX.**

**NOTICES**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**COUNTY:**
County of Mariposa
Chevon Kothari
Human Services Director
P.O. Box 99
Mariposa, CA 95338

**CONTRACTOR:**
Davis Guest Home, Inc.
1878 E. Hatch Road
Modesto, CA 95351
Attn: Lonny Davis
Owner
XXI.
ADDITIONAL PROVISIONS

CONTRACTOR will notify COUNTY if new beneficiaries are not being accepted into their facility or programs, or any change in the CONTRACTOR’S operation that would cause a decrease of services or providers available.

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement for Specialty Mental Health / residential support services for Fiscal Year 2016-2017 on the day and year first written above.

COUNTY OF Mariposa

John Carrier, Chair (date)
Mariposa County Board of Supervisors

DAVIS GUEST HOME

Lonny Davis, Owner (date)

ATTEST:

Clerk of the Board of Supervisors

By: Mary Davthis, Deputy

APPROVED AS TO FORM:

County Counsel

By: [Signature]
EXHIBIT A
DESCRIPTION OF SERVICES and PROGRAM DESIGN for DAVIS GUEST HOME

1. History of Organization
   Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement
   Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident’s specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

   An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

   Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI’ local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes
   Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

   1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. **Current Programs and Services Offered**

   Davis Guest Home is dedicated to discovering each resident’s interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

**Educational:**
- Money Management/Budgeting Training
- Public Transportation Access/Utilization
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Nutritional/Menu Planning and Food Preparation
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

**Socialization/Group Interactions:**
- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Self Acceptance Support Group

**Entertainment/Recreational**
- Annual trips to Disneyland
- Concerts, Community Events
- Holiday Celebrations
- Movies, Games, and Sports
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations
- Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training
opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night, sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain
Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. All of our facilities are situated near public transportation. All together, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification, and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly
and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

13. Bed Hold

CONTRACTOR will hold a resident’s bed for a total of ten days for in-patient hospitalization (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above, extensions may be secured with written notice to CONTRACTOR.
14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTORS facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.
Exhibit B
Fiscal Year 2016-2017 Rate Quote
Transitional Rate Program/Services:

$  1,014.00 SSI *
$  1,034.00 SSI/SSA*
$       98.00 Daily Patch Rate

Residents SSI or SSI/SSA monthly residential board and care rate is currently $1,014.00/$1,034.00 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, situations requiring a private room, and behavior problems requiring staff interventions beyond typical staff to client ratios. COUNTY may choose to pay the adjusted daily rate or move resident to a higher level of care.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The client’s SSI or SSI/SSA monthly residential board and care rate is currently $1,034.00 per month for a client who receives one check and $1014.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.