RESOLUTION - ACTION REQUESTED 2017-419

MEETING: June 27, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Merced County Mental Health Agreement to Provide Inpatient Services to Mariposa Co Behavioral Health

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the County of Merced to provide Inpatient Psychiatric Services to Mariposa County Behavioral Health in an amount Not to Exceed $50,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County does not operate inpatient psychiatric health facilities and therefore contracts for such placements. Multiple contracts are necessary as beds are in short supply throughout California. We have successfully contracted with this facility since 2004.

Under this contract, Mariposa County Behavioral Health will reimburse Merced County the daily Psychiatric Health Facility rate of $1,232.80 per acute day, in an annual amount not to exceed $50,000. Additional physician's fees may apply as described in paragraph 6.d of the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract was approved on September 20, 2016 by Resolution No. 2016-492.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers will have greater difficulty in placing clients who require emergency psychiatric hospitalization. This may negatively impact County residents and other clients who may require emergency psychiatric services.

FINANCIAL IMPACT:
This contract has no impact on the General Fund. This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402.

ATTACHMENTS:
Merced Co Mental Health 2018 Agreement - Wcsignatures (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGreement for Special Services

Merced County
Contract No. ___________

This Agreement, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and Mariposa County Behavioral Health and Recovery, located at 5362 Lemee Lane, Mariposa, CA 95338, a political subdivision of the State of California (hereinafter referred to as "Mariposa").

Whereas, County, through its Behavioral Health and Recovery Services (BHRS) Department, operates a Psychiatric Health Facility (PHF)

Whereas, Mariposa, through its Behavioral Health Services, Mental Health Program, has need for additional mental health facilities and psychiatric services for treatment of their consumers; and

Whereas, County through BHRS, upon availability, can provide such facilities and psychiatric services as needed by Mariposa; and

Whereas, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

Now, Therefore, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Scope of Services

County shall make beds available at County's PHF to Mariposa beneficiaries for the treatment of adults based on the availability and upon approval by the County's BHRS Director, as defined in Exhibit C, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. County's services include, but are not limited to, the following:

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit B - Rates-Fiscal Terms and Conditions
Exhibit C - Scope of Services
Exhibit J - HIPAA Business Associate Addendum
Exhibit K - Mental Health Services Additional Terms and Conditions-Marie Green Psychiatric Facility
Exhibit AA - Service and Payment Authorization Form
2. TERM

The term of this Agreement shall commence on the 1st day of July, 2017, and continue until the 30th day of June 30, 2018, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE" OR "NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

3. COMPENSATION

Mariposa agrees to pay County and County agrees to receive payment for Mariposa' services to be provided herein, as are more specifically set forth under Section "SCOPE OF SERVICES". The total amount of services shall not exceed the **Total Contract Amount of FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000.00)**.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the County and be mailed or delivered to County at:

Name: Behavioral Health and Recovery Services  
Attn: Fiscal  
Address: P.O. Box 2087  
City/State/Zip: Merced, CA 95344

County may request that Mariposa mail the check to County, to such other address as County may from time to time designate to Mariposa. Such request must be made in writing in accordance with the procedures as outlined under Section “NOTICES”.

4. TERMS OF PAYMENT

Payment shall be made in the following manner:

Upon completion or termination of services as set forth under Section 1, "SCOPE OF SERVICES," County shall submit an invoice detailing the services it has provided and the amount owed under this Agreement. The invoice shall be forwarded to Mariposa at the address shown under Section “NOTICES” of this Agreement. The fee due hereunder shall be paid to County within thirty (30) days following receipt of the invoice.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the Mariposa, notice is effective upon delivery.
B. First Class Mail. When mailed first class to the last address of the Mariposa known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile Transmission. When sent by fax to the last fax number of the Mariposa known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (Mariposa’s time) or on a non-business day.

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 the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>MARIPOSA COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>Director</td>
</tr>
<tr>
<td>Behavioral Health &amp; Recovery Svcs.</td>
<td>Mariposa County Human Services</td>
</tr>
<tr>
<td>P.O. Box 2087</td>
<td>P.O. Box 99</td>
</tr>
<tr>
<td>Merced, CA 95344</td>
<td>5362 Leme Lane</td>
</tr>
<tr>
<td>(209) 381-6813</td>
<td>Mariposa, CA 95338</td>
</tr>
<tr>
<td>Fax (209) 725-8628</td>
<td>(209) 966-7878</td>
</tr>
<tr>
<td></td>
<td>Fax (209) 966-8251</td>
</tr>
</tbody>
</table>

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

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The services provided to MARIPOSA pursuant to this Agreement is based on County’s continued receipt of local, state and/or federal funding related to this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations for services by the County, arising from this Agreement shall be discharged. County agrees to inform Mariposa no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which services may be available.
7. **TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Mariposa except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Mariposa prior to, and in connection with, discontinuing the work hereunder.

8. **TERMINATION FOR CAUSE**

Reference Exhibit K,"Mental Health Services Additional Terms and Conditions-Marie Green Psychiatric Facility."

9. **MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. **INSURANCE**

Reference Exhibit K,"Mental Health Services Additional Terms and Conditions-Marie Green Psychiatric Facility."

11. **INDEMNIFICATION**

Reference Exhibit K,"Mental Health Services Additional Terms and Conditions-Marie Green Psychiatric Facility."

12. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that County is an independent entity in the performance of the work duties and obligations devolving upon County under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Mariposa shall receive and use the services provided. The sole interest and responsibility of the County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.
It is mutually understood and agreed that no employer-employee relationship is created and each party shall be responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to the other party, or its employees, if any.

It is mutually agreed and understood that Mariposa, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Mariposa shall insure that all its personnel and employees, its sub-contractors and their employees, used to receive the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

13. RECORDS AND INSPECTIONS

Mariposa shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

14. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by County hereunder shall be the exclusive property of County and shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Mariposa may retain copies thereof for its files and internal use. Any publication of the information directly derived from work performed, or data obtained in connection with services rendered under this Agreement, must first be approved in writing by County. All technical data, evaluations, plans, specifications, reports, and other work products are instruments of County's services and are not designed for use other than what is intended by this Agreement.

15. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise,
regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. **COUNTY NOT OBLIGATED TO THIRD PARTIES**

County shall not be obligated or liable hereunder to any party other than Mariposa.

17. **COMPLIANCE WITH STATE LAWS AND REGULATIONS**

The parties agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to the parties, their subgrantees, contractors, or subcontractors, and their work.

18. **APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

19. **WAIVER**

Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

20. **BREACH OF CONTRACT**

Upon breach of this Agreement by Mariposa, County shall have all remedies available to it both in equity and/or at law.

21. **SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.
22. CONFLICT OF INTEREST

Mariposa covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Mariposa shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Mariposa shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to Mariposa or their officer or employee nor that any such person will be employed by Mariposa in the performance of this Agreement without immediate divulgence or such fact to the County.

23. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

The parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other party because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other party's employees and agents, and Mariposa of services are free from such discrimination and harassment.

The parties represent that they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

The parties shall include this nondiscrimination provision in all subcontracts related to this Agreement.

24. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

25. ASSIGNMENT

The parties shall not assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the other party.
Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase if goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

26. 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 portion of them, will not be affected. Reduced compensation will allow County to withdraw from any service obligation.

27. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

28. LICENSE AND PERMITS

Mariposa 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 Merced 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.
COUNTY OF MERCED
A Political Subdivision of the
State of California

By
Chairman, Board of Supervisors

Date  MAY 23 2017

APPROVED AS TO LEGAL FORM:

JAMES N. FINCHER
MERCED COUNTY COUNSEL

By
Deputy

Forrest W. Hansen

COUNTY OF MARIPOSA
A Political Subdivision of the
State of California

By
Chair, Board of Supervisors

Date  6/28/2017

APPROVED AS TO LEGAL FORM

MARIPOSA COUNTY COUNSEL

By

Steven W. Dahlem

Name

Date  6/27/17

RECOMMENDED FOR APPROVAL
MERCED COUNTY MENTAL HEALTH

By
Yvonna Brown, MSW
Director of Mental Health

Budget Unit: 41500
Expenditure Account: 96828
Mode of Service: 05
Service Function: 20
Provider # 2415
Legal Entity # 00024
Exhibit B-Rates-Fiscal Terms and Conditions

Rates:

For the period of July 1, 2017 through June 30, 2018:

Psychiatric Health Facility (PHF) Rate per Consumer (Acute and Non-Acute)

County shall bill Mariposa the difference between County’s Published PHF Charge of $1072.00 per client per day and any reimbursements received from the State Medi-Cal billing process or any other payer sources. County shall include an explanation of benefit received from other payer sources with bill.

Administrative Overhead Charge (15%) per Consumer (Acute and Non-Acute)

County shall bill Mariposa $160.80 per client per day, which is 15% of COUNTY’S Published PHF Charge.

The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, and that the rate structure does not include non-hospital based physician or psychological services.

Fiscal Terms and Conditions:

Mariposa agrees to pay County and County agrees to receive payment for services provided to Mariposa consumers authorized for treatment under this Agreement.

a. In the event that Mariposa has reimbursed County for services and then verifies to County that a non-Medi-Cal eligible consumer has current or retroactive Medi-Cal eligibility that pays for inpatient hospital services and the verification is within the allowable Medi-Cal billable timeframe, County shall credit Mariposa on the next month’s invoice the amount subsequently reimbursed to County from the State Medi-Cal billing process for that consumer.

b. County shall bill Mariposa for all non-acute days incurred at County’s current Published PHF rate plus the Administrative Overhead Charge, as set forth in Section 5, “Rates”.

c. Bed day shall be defined as use of a County PHF inpatient psychiatric bed at 12:00 midnight. Day of discharge shall not be billed. However, a bed day may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of prior discharge. This per diem rate is considered to be payment in full, subject to third party liability and patient share of costs for psychiatric inpatient hospital services to a beneficiary.
d. Mariposa agrees to pay County **SEVENTY SIX DOLLARS AND NO CENTS ($76.00) per exam** for history and physical examinations performed at the facility by County’s sub-contractor, in accordance with regulations (one exam per consumer per admission).

e. If it is determined that a Mariposa client is in need of special one-to-one supervision services, County shall obtain prior authorization from Mariposa. When County provides one-to-one supervision services, Mariposa shall reimburse County at the actual hourly salary rate of the County staff providing the service. County shall invoice Mariposa for this service and rate.

f. Payment by Mariposa shall be monthly in arrears for services provided by County during the preceding month. Payment by Mariposa shall be within forty-five (45) days of receipt of County’s invoices.

g. **County Medical Services Program (CMSP) (for CMSP Counties only)**
The following procedures will only be applicable if there is an agreement in place between County and the CMSP Third Party Administrator.

1. For Mariposa consumers enrolled in the County Medical Services Program (CMSP) and admitted to County’s PHF, County shall bill the CMSP Third Party Administrator per CMSP guidelines and at the CMSP reimbursable per diem rate.

2. County shall bill Mariposa and Mariposa shall be responsible for the difference between CMSP’s reimbursable per diem rate and County’s billable rates as set forth in Section 5 of this agreement.

3. Mariposa shall also be responsible for reimbursing County for any ancillary services provided, such as physical examinations, guard services and/or reimbursement for destruction of property as set forth elsewhere in this Agreement.

4. If, for any reason, CMSP denies reimbursement of the claim submitted by County for services provided to Mariposa consumers, Mariposa shall be responsible for reimbursing County the total amount due for services provided.

5. If Mariposa authorizes an inpatient stay in excess of the limited number of inpatient days reimbursable by the CMSP third party administrator then Mariposa shall be responsible for reimbursing County the total amount due for services not reimbursed by the CMSP.

6. Mariposa shall be solely responsible for negotiation of appeals with CMSP for denial of claims.
Exhibit C-Scope of Services

1. RESPONSIBILITIES OF COUNTY

a. County shall make beds available at County’s Psychiatric Health Facility (PHF) to Mariposa beneficiaries for the treatment of adults based upon availability and upon approval by County’s Director of Mental Health, or designee.

b. County shall admit Mariposa consumers through County’s Emergency Services or PHF staff.

c. County’s Utilization Review (UR) staff will monitor Mariposa consumers at County’s PHF on an ongoing basis to determine medical necessity.

d. County, when available, may provide consumers, as clinically indicated, with all required and related psychiatric medical services including, but not limited to, laboratory service, radiology service, E.E.G.s, E.K.G.s and pharmacy service. County shall provide these services in accordance with the County Mental Health Medication Monitoring Screening Criteria Manual without any other prior authorization process. Such services may be provided through independent contractors, but if so done, County shall remain responsible for the monitoring of such subcontractors and the work thereof.

e. Where special medical, surgical or other additional services are deemed appropriate, the authorization of Mariposa shall be obtained. Mariposa shall provide reimbursement for all authorized special services not covered by another payer source. Notification shall be given to Mariposa when reasonably possible if consumers are moved off the psychiatric ward or are the subject of, or have committed any unusual incidents.

f. Facility: County shall maintain a facility, which will provide an environment conducive to the treatment of Mariposa consumers. This facility shall include, but not be limited to, adequate room, patient bed space, and individual storage for patient use, telephone service, and patient access to the Patient’s Rights Advocate, family members and visitors. Monolingual patients shall have access to bilingual staff services. The consumers will receive face-to-face contact daily with a psychiatrist. County’s psychiatrist will document medical necessity daily.

g. Protection of Rights: County agrees to protect the rights of Mariposa consumers admitted for services in compliance with State and Federal law, including, but not limited to, Welfare and Institutions Code Section 5325, especially with regard to administration of psychotropic medication and use of seclusion. When necessary, Mariposa shall obtain appropriate court orders.
h. Admission for Services: The decision to admit Mariposa consumers referred by designated Mariposa staff for treatment is at the sole discretion of County. Prior to admission into County’s PHF, Mariposa’ representative shall sign and immediately return to County a “Service and Payment Authorization Form”, attached hereto as Exhibit A, indicating that Mariposa is responsible for all costs associated with the placement of the consumer in County’s PHF. Prior to admission into County’s PHF, Mariposa consumers shall first be cleared for admission by a physician supplied by Mariposa. Once Mariposa consumers are admitted by County into the PHF, County shall provide Mariposa consumers twenty-four (24) hour hospitalization for seventy-two (72) hour involuntary evaluation and treatment pursuant to Welfare and Institutions Code Section 5150 et seq., and any further period of involuntary treatment as required after consultation between the parties. Treatment services provided by County shall include intake, assessment, counseling, activities, room and board, security, and such medical care as is directly incidental to the provision of psychiatric services (e.g., pharmacy services and medications and laboratory services necessary for the prescription and administration of medications). Mariposa shall use its best efforts to provide County with such patient information as is reasonably necessary to aid County in providing treatment to Mariposa consumers.

i. County shall if reasonably possible provide prior notification to Mariposa liaison of any early discharge, especially if a consumer leaves prior to the full 72-hour stay.

2. **RESPONSIBILITIES OF MARIPOSA**

a. Mariposa shall make requests for admission by phone to County’s PHF designated staff at (209) 381-6879.

b. Mariposa shall be responsible for their consumers’ initial medical screening and clearance prior to admission at County’s PHF. Each consumer’s screening and clearance must be charted within twenty-four (24) hours of admission. Mariposa shall be responsible for any costs associated with their consumers screening and clearance.

c. After obtaining admitting privileges to County’s PHF, Mariposa physicians, at their option, shall serve as the attending physicians at County’s PHF when providing care for their consumers, including performing charting services.

d. Mariposa, or its designee, shall provide all required consumer transportation to and from County’s PHF for those consumers who are Mariposa residents.

e. Mariposa liaison shall make available to Mariposa consumers, a Mariposa Patients Rights Advocate upon request.
f. Mariposa shall not request admission for Mariposa jail inmates to County's PHF.

g. If it becomes a necessity that Mariposa patients admitted to County's PHF require guard services, County shall provide guard services through its security sub-contractor. County shall notify Mariposa of the need for services. Mariposa shall reimburse County for the cost to provide guard services to Mariposa patients.

3. **JOINT RESPONSIBILITIES**

The decision to discharge Mariposa consumers from County's PHF shall be by County providers after efforts to contact for consultation with the Mariposa liaison. The Mariposa liaison may participate in discharge planning at their discretion and as indicated.

A Discharge Summary for Mariposa consumers of inpatient psychiatric services shall be provided to Mariposa staff. This data shall consist of the following: (1) completed discharge form, (2) patient history, (3) physical exam results, and (4) any laboratory work performed. The discharge summary shall be provided to Mariposa no later than fourteen (14) working days after the date the Mariposa consumer is discharged from County's facility. County shall also provide Mariposa additional records and data, including, but not limited to, treatment costs data, as may be required by Mariposa for the preparation of the patient for post-hospitalization placement and/or preparation of required reports. County shall permit qualified Mariposa staff to document in County's records pertinent data necessary for the Mariposa consumers care and funding within the provisions and limitations of HIPAA. All such documentation shall clearly show the entries to be Mariposa staff. Records access for Mariposa staff shall be limited to Mariposa consumers.
Exhibit J – HIPAA Business Associate Addendum

I. Recitals

(a) This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:"").

(b) The County of Merced ("COUNTY") may perform or function as a Business Associate (BA) as defined in 45 CFR 160.103 with regards to certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

(c) Protected Health Information (PHI) means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) Business Associate (BA) shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(e) Covered Entity (CE) shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Mariposa

(f) CE and BA desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

(g) The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

(h) The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations under 45 CFR Part 160 and 164.

(i) In exchanging information pursuant to this Agreement, the parties agree as follows:
II. Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.”

(b) Business associate may use or disclose protected health information as required by law.
(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with HIPAA minimum necessary guidelines.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below:
   1) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
   2) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate’s use or disclosure of protected health information.

V. Permissible Requests by Covered Entity

(a) Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.
VI. Termination

(a) Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

b. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information; and

c. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions as stated in this agreement.

(b) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.
Exhibit K – Mental Health Services Additional Terms and Conditions-
Marie Green Psychiatric Facility

1. CONFIDENTIALITY

County and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California W&I Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. County shall not use identifying information for any purpose other than carrying out the County’s obligation under this contract.

County shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the Mariposa without prior written authorization from the Mariposa or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

2. COMPLIANCE AND ETHICS

County agrees to establish ethical standards for all staff employed by County. These standards shall include compliance with state and federal regulations for safeguarding client information. County agrees to orientate and train staff to enforce established ethical standards.

County agrees to establish written policies and procedures that ensure organizational and individual compliance.

Mariposa shall annually monitor County for compliance and adherence to its policies and procedures by requesting County to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. County shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.
County shall comply with any and all requests from the Mariposa for a list of cultural competency trainings and sign in sheets of staff attending those trainings who provide services on the PHF

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of County who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

County shall be responsible to perform ongoing exclusion reviews of current employees to ensure that County does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, County agrees to provide to County written certification under penalty of perjury that no current employee, SUBCOUNTY, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and Welfare and Institutions Code 14043.61. Detailed reporting shall be made available to Mariposa upon demand. Failure to comply shall lead to contract termination.

County shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

Mariposa shall not reimburse for past, present or future services rendered by individual that were under employment by County and have been excluded from federal and state participation.

5. NOTIFICATION OF UNUSUAL OCCURRENCE

County shall notify Mariposa of any unusual or physical incidents (i.e., abuse, injury and death) that may affect Mariposa's clients within twenty-four (24) hours of occurrence and, at the request of Managed Care, provide Mariposa with a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

6. STANDARDS OF PRACTICE

Standards of practice of County shall be determined by the professional standards of County's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.
7. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience.

8. STAFFING, TRAINING AND SUPERVISION

County shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with County's clinical supervision policy.

County shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State.

9. QUALITY MANAGEMENT/UTILIZATION REVIEW

County shall be in full compliance with County's Quality Management Plan. Mariposa shall have access to audits and reviews, records, policies and procedures, incident reports, and related activities necessary to support County's Quality Management functions.

County's Quality Assurance Plan: The County or its agent will evaluate County's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing County's compliance with all contract terms and performance standards. County deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the County and Mariposa. If improvement does not occur consistent with the corrective action measures, either party may terminate this Agreement or impose other penalties as specified in this Agreement.

10. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

County shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

County shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary problem resolution process. This does not preclude County's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries' from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.
Provision of this Agreement shall not be construed to replace or conflict with the duties of County's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

11. INSURANCE

Mariposa and County each represent that their county is self-insured and that such self-insurance includes professional liability for employees, County's, and physicians and includes Workers Compensation coverage as required by the California Labor Code.

12. MUTUAL GOVERNMENTAL INDEMNIFICATION

The provisions herein are made in accordance with Government Code, section 895.4, as follows:

County shall indemnify, defend and hold harmless Mariposa, its officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of County, its elected officials, officers, employees or agents.

Mariposa shall indemnify, defend and hold harmless County, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of Mariposa, its officers, employees or agents.

The obligations set forth above shall survive expiration or termination of this Agreement.

13. INDEPENDENT COUNTY

It is mutually agreed and understood that neither party nor its contractors, sub-contractors, and employees, if any, shall have any claim under this Agreement or otherwise against the other party for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.
County and Mariposa shall ensure that all personnel used as contractors, subcontractors, and employees to perform the services reserved under this agreement, are aware that County or Mariposa is not responsible for any benefits or coverage for their efforts.

14. TERMINATION FOR CAUSE

The County and Mariposa may terminate this Agreement should the County or Mariposa fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County for Mariposa patients remaining under the care of County until date of discharge. All costs to the County shall remain due and payable under the existing terms of the agreement to County for all services rendered in good faith prior to discharge. Such remedy is in addition to such other remedies as may be available to the County or Mariposa provided by law.
BEHAVIORAL HEALTH &
RECOVERY SERVICES (BHRS)

Service and Payment Authorization Form

I authorize the admission of (patient’s name) _______________________________,
a ______________________ County resident for psychiatric hospitalization at Marie Green
Psychiatric Center located at 300 E. 15th Street in Merced, California.

_______________ County will be responsible for the following:

1) Transportation of the patient to and from Marie Green Psychiatric Center.
2) Payment of Services rendered to the client at the rate of $1,072.00 per client per
day plus $160.80 per client per day Administrative Overhead costs during the
period of July 1, 2017 to July 30, 2018.
3) If the Client has Medi-Cal, placing County will be responsible to cover all charges
not reimbursed by the State or other payer source.
4) Placement of patient post discharge.
5) Provision of at least one guard if necessary, at contracted rates.
6) Ensure that all medications are sent with patient and/or reimburse the cost of any
medical medication ordered or provided during the patient’s stay at Marie Green
Psychiatric Center.
7) Payment of $76 for History and Physical, if ordered by the attending psychiatrist.

☐ Authorization Approved ☐ Authorization Denied

By: _______________________________ _____________________________ County
(Please Print)

Signature: _______________________________ _____________________________ Date

Please provide reason(s) if authorization is denied.

________________________________________

________________________________________

________________________________________

Document completed by: _______________________________

BHRS Staff