RESOLUTION - ACTION REQUESTED 2019-11

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Agreement with Central Star Behavioral Health for Special Services

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Central Star Behavioral Health, Inc. to provide inpatient services at the Merced Crisis Residential Unit (CRU); and authorize the Board of Supervisors Chair to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of Mariposa County Health and Human Services received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

The County does not operate psychiatric inpatient hospital facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there may come a time when someone is a danger to themselves or others and no bed space is available

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with the multi-county consortium agreement and may run the risk of forfeiture of funds from CHFFA Grant that allowed for the purchase of the crisis response vehicle.
Resolution - Action Requested 2019-11

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
CSBH Agreement 2019 CRU - Wcsignature  (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR SPECIAL SERVICES
between
CENTRAL STAR BEHAVIORAL HEALTH, INC.
and
COUNTY of MARIPOSA

CONTRACT NO. __________

THIS AGREEMENT, is made and entered into by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Central Star Behavioral Health, Inc., located at 1501 Hughes Way, Ste. 150, Long Beach, CA 90810, (hereinafter referred to as "CONTRACTOR").

WHEREAS, Merced County, Madera County, Mariposa County, Calaveras County, Tuolumne County, and Stanislaus County (hereinafter referred to as "COUNTIES") have obtained joint funding from the California Health Facilities Financing Authority (hereinafter referred to as "CHFFA") through the Investment in Mental Health Wellness Act of 2013; and

WHEREAS, the funding from CHFFA was used to establish a Crisis Residential Unit (CRU) in Merced County to provide mental health related services such as crisis residential treatment services (CRTS); and

WHEREAS, COUNTY, through its Mental Health Program, has need for CRTS for their consumers; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform services such as CRTS in the CRU as needed by COUNTY and its consumers; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for special services including CRTS; 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

CONTRACTOR shall provide special services, such as CRTS, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. A copy of the Request for Proposal No. 7232 submitted proposal by CONTRACTOR to Merced County shall be provided upon request.

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

The term of this Agreement shall commence on the first (1st) day of February, 2019, and continue until the thirty first (31st) day of May, 2021, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONTRACTOR at the rate set forth in Exhibit R, for all work detailed in Exhibits R and X. No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. The Total Contract Price shall include all of COUNTY’s compensation to CONTRACTOR, including reimbursement for all expenses incurred by CONTRACTOR in the performance of this Agreement. No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

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

Name: Central Star Behavioral Health, Inc.
Address: 1885 Lundy Avenue, Suite 223
City/State/Zip: San Jose, CA 95131

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

4. PRICING CONDITIONS

COUNTY agrees to pay CONTRACTOR for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONTRACTOR without formal approval of the COUNTY’s Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed the rate and CRU services as set forth in Exhibit R—Crisis Residential Unit Scope of Work
and Rate.

COUNTY shall not be responsible for any charges or expenses incurred by CONTRACTOR, its agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section 1, “SCOPE OF SERVICES,” CONTRACTOR shall submit an invoice within 30 calendar days of each invoice period, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the CONTRACTOR for payment, CONTRACTOR must complete and submit to the COUNTY, Form W-9, “A Request for Taxpayer Identification Number and Certification”, located at (www.irs.gov/pub/irs-pdf/fw9.pdf). Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY address shown under Section 7, “NOTICES” of this Agreement, not later than thirty (30) calendar days after completion and acceptance by the COUNTY of all tasks identified on the invoice. Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR within thirty (30) days following receipt of a proper invoice.

In no event shall COUNTY be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR which were provided after the expiration or termination of this Agreement.

7. 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 recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient 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 recipient 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. (recipient'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:

**COUNTY**
County of Mariposa  
Attn: Chevon Kothari, Director  
Health and Human Services Dept.  
P.O. Box 99  
Mariposa, CA 95338  
(209) 966-2000

**CONTRACTOR**
Central Star Behavioral Health, Inc.  
Attn: Kent Dunlap, CEO  
1501 Hughes Way Ste. 150  
Long Beach, CA 90810  
(310) 221-6336 Ext. 125  
FAX: (310) 221-6350

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.

8. **CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COUNTY, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date
for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as “government warrants”, “IOUs”, or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

9. 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 sixty (60) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR 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 CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

COUNTY may terminate this Agreement and be relieved of making any payments to CONTRACTOR, and all duties to CONTRACTOR should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as provided in Section 26, “REMEDY FOR BREACH AND RIGHT TO CURE.” In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONTRACTOR and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. 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.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: $2,000,000 per occurrence and $4,000,000 annual aggregate covering bodily injury, personal injury and property damage. COUNTY and its officers, employees and agents shall be endorsed to the policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

4. Professional Liability: $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

5. Cyber Liability: CONTRACTOR shall maintain a coverage of $500,000 for cyber liability, either as an endorsement to an existing policy of coverage or as a stand-alone policy.

B. Insurance Conditions
1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY’s Risk Manager.

2. Each of the above required policies shall be endorsed to provide COUNTY with 30 days prior written notice of cancellation. COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

3. Insurance is to be primary and non-contributory with any insurance of the COUNTY.

4. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

13. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter “the duty”) to indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney’s fees, costs, experts’ fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR’s liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of CONTRACTOR, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONTRACTOR will on request and at its expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent
contractor in the performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform the assigned work and functions. The contractual interest of 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 agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to CONTRACTOR, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against 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.

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

15. RECORDS, INFORMATION AND REPORTS

CONTRACTOR 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 ten (10) years after the furnishing of services to such records, the last date of service, or termination of contract, 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.

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the CONTRACTOR.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY 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. CONTRACTOR may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONTRACTOR shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provisions of this Agreement to the personal satisfaction of COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. 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.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

CONTRACTOR and COUNTY 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 CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work.
CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the 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.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. 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.

23. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. 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.

25. BREACH OF CONTRACT
Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

COUNTY shall give CONTRACTOR notice of any breach of this Agreement. CONTRACTOR shall have thirty (30) days to cure said breach, or if such breach cannot reasonably be cured within thirty (30) days, to begin cure of the breach. Should CONTRACTOR be unable to cure said breach to COUNTY’s satisfaction or fail to cure within a reasonable time, as determined in COUNTY’s sole and absolute discretion, County shall retain the right to terminate for cause as set forth in Section 10, “TERMINATION FOR CAUSE.” COUNTY decides whether CONTRACTOR shall fully reimburse COUNTY for all expenses necessary to cure breach or whether these expenses are deducted from the sum due to CONTRACTOR.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any 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.

28. CONFLICT OF INTEREST

CONTRACTOR 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. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, 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. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONTRACTOR represents that it is in compliance with and agrees that it 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 ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. 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.

31. SUBCONTRACTS - ASSIGNMENT

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or entity without obtaining the prior written consent of COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to 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.

32. 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.
Compensation due to CONTRACTOR from COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. **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.

[Signature page follows]
Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA

By
Rosemarie Smallcombe, Chair
Board of Supervisors
Miles Henney

[Signature]
Dated 1-9-19

CENTRAL STAR BEHAVIORAL HEALTH, INC.

By
Kent Dunlap
Chief Executive Officer

[Signature]
Dated 12/17/2018

APPROVED AS TO LEGAL FORM:

By
Steven W. Dahlem
County Counsel

[Signature]
Dated 1-8-19

ATTEST:

By
Rene LaRoche
Clerk of the Board

[Signature]
Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California Welfare & Institutions (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. CONTRACTOR shall not use identifying information for any purpose other than carrying out CONTRACTOR's obligation under this contract.

CONTRACTOR 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 COUNTY without prior written authorization from COUNTY 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.

CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of CONTRACTOR shall control and be given effect.

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

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.
CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Merced County Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR 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. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

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

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR 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.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR 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, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.

CONTRACTOR 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.

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

5. MONITORING

COUNTY will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer and appropriate state agency of any unusual occurrences or physical incidents (i.e., abuse, injury and death) that may affect COUNTY’s clients within five (5) days of occurrence and, at the request of COUNTY and appropriate state agency, provide a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR’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.

8. 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. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR 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 CONTRACTOR’s clinical supervision policy. CONTRACTOR shall be responsible for the training of all appropriate staff on
applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

CONTRACTOR shall be in full compliance with COUNTY’s Quality Management Plan. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures incident reports, and related activities it deems necessary to support COUNTY’s Quality Management functions.

CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other’s Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

CONTRACTOR’s Quality Assurance Plan: COUNTY or its agent will evaluate CONTRACTOR’s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR’s compliance with all contract terms and performance standards. CONTRACTOR 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 COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR 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.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. This does not preclude CONTRACTOR’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.

The provisions 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 Welfare and Institutions Code.

12. CREDENTIALING
If CONTRACTOR is performing Medi-Cal billable services under this Agreement, CONTRACTOR may be subject to Merced County’s credentialing process which includes, but is not limited to:

- Curriculum vitae
- Malpractice Insurance Certificate
- Copy of Current licensure

This process is required to be completed prior to reimbursement for Medi-Cal eligible services. CONTRACTOR is responsible to notify the Merced County of all treating providers and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed. Once initial credentialing is completed, a re-credentialing process will occur no less than every three (3) years. Upon request, COUNTIES may be furnished with such information and documentation.
Exhibit E – HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

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 Mariposa (“COUNTY”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”).

C. “Protected Health Information” or “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. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, “CONTRACTOR,” here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.

F. COUNTY and Business Associate 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.
In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

   A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.

   B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Addendum, Business Associate may:

      1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

      2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

   Business Associate agrees:

   A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

   B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.
C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. **Business Associate’s Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. **Availability of Information to COUNTY and Individuals.** To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate’s normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
G. **Amendment of PHI.** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. **Internal Practices.** To make Business Associate’s internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. **Documentation of Disclosures.** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. **Notification of Breach.** During the term of this Agreement:

1) **Discovery of Breach.** To notify COUNTY immediately by telephone call plus email or fax upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the “Privacy Incident Reporting Form” located at the following web address:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociate sOnly.aspx

Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Officer of:

i. What data elements were involved and the extent of the data involved in the breach,
ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and
iv. A description of the probable causes of the improper use or disclosure;

3) **Written Report.** To provide a written report of the investigation to the COUNTY Compliance Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Officer shall approve the time, manner and content of any such notifications.

5) **COUNTY Contact Information.** To direct communications to the above referenced COUNTY staff, the Contractor shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

<table>
<thead>
<tr>
<th>COUNTY Compliance Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance Officer</td>
</tr>
<tr>
<td>County of Mariposa</td>
</tr>
<tr>
<td>P.O. Box 99</td>
</tr>
<tr>
<td>Mariposa CA, 95338</td>
</tr>
<tr>
<td>Phone: 209-966-2000</td>
</tr>
<tr>
<td>Fax: 209-742-0996</td>
</tr>
</tbody>
</table>

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.
2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee’s name and the date on which the training was completed.

3) Business Associate shall retain each employee’s written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures.

C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of PHI.

D. **Notification of Patient Confidential Communications.** Notify the Business Associate of any patient (or patient’s representative) preferences (or changes to) regarding method of or how to communicate with the patient.

E. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Officer in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.
5. Termination

A. *Termination for Cause.* Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.


A. *Disclaimer.* COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA
regulations and other applicable laws relating to the security or privacy of PHI. Upon
COUNTY request, Business Associate agrees to promptly enter into negotiations
with COUNTY concerning an amendment to this Addendum embodying written
assurances consistent with the standards and requirements of HIPAA, the HIPAA
regulations or other applicable laws. COUNTY may terminate this Agreement upon
thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this
Addendum when requested by COUNTY pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances
regarding the safeguarding of PHI that COUNTY in its sole discretion, deems
sufficient to satisfy the standards and requirements of HIPAA and the HIPAA
regulations.

C. Assistance in Litigation or Administrative Proceedings. Business Associate
shall make itself and any subcontractors, employees or agents assisting Business
Associate in the performance of its obligations under this Agreement, available to
COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of
litigation or administrative proceedings being commenced against COUNTY, its
directors, officers or employees based upon claimed violation of HIPAA, the HIPAA
regulations or other laws relating to security and privacy, which involves inactions or
actions by the Business Associate, except where Business Associate or its
subcontractor, employee or agent is a named adverse party.

D. No Third-Party Beneficiaries. Nothing express or implied in the terms and
conditions of this Addendum is intended to confer, nor shall anything herein confer,
upon any person other than COUNTY or Business Associate and their respective
successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. Interpretation. The terms and conditions in this Addendum shall be interpreted as
broadly as necessary to implement and comply with HIPAA, the HIPAA regulations
and applicable state laws. The parties agree that any ambiguity in the terms and
conditions of this Addendum shall be resolved in favor of a meaning that complies
and is consistent with HIPAA and the HIPAA regulations.

F. Regulatory References. A reference in the terms and conditions of this Addendum
to a section in the HIPAA regulations means the section as in effect or as amended.

G. Survival. The respective rights and obligations of Business Associate under
Section 6.C of this Addendum shall survive the termination or expiration of this
Agreement.

H. No Waiver of Obligations. No change, waiver or discharge of any liability or
obligation hereunder on any one or more occasions shall be deemed a waiver of
performance of any continuing or other obligation, or shall prohibit enforcement of
any obligation, on any other occasion.
Exhibit G
Disclosure of Ownership & Controlling Interest Statement

The County of Mariposa Department of Health and Human Services is required to collect Disclosure of Ownership & Controlling Interest Statements, and management information from providers that are credentialed or otherwise enrolled to participate in the Medicaid program and/or Medi-Cal service delivery system. This requirement is pursuant to the County’s Mental Health Plan (MHP) with the California Department of Health Care Services (DHCS), federal regulations set forth in 42 CFR Part §455.101, and §455.104-106, Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Wavier Programs, and the Social Security Act, Sections 1128(a), 1128(b)(1)(2), and (3).

Required information includes:

1) the identity of all owners and others with a controlling interest of 5% or greater;
2) certain business transactions as described in 42 CFR §455.105;
3) the identity of managers and others in a position of influence or authority; and
4) criminal convictions, sanctions, exclusions, debarment or termination information for the provider, owners or managers.

The information required includes, but is not limited to, name, address, date of birth, social security number (SSN) and tax identification (TIN).

Completion and submission of this Statement is a condition of participating as a credentialed or enrolled provider in the DMH Network for services to members under Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Wavier Program. Failure to submit the requested information may result in disenrollment in the MHP Provider Network or denial of claims.

This statement should be submitted at any of the following times:

- Upon the submission of an application;
- Prior to an execution of an agreement / contract;
- During re-credentialing or re-contracting;
- Within 35 days after any change in ownership of the provider entity.
- Upon request by MHP.
- A Statement must be provided to the MHP within 35 days of a request for information by the US Department of Health and Human Services (HHS) or DHCS.

MHP maintains policies and practices that protect the confidentiality of personal information, including Social Security numbers, obtained from its providers and associates in the course of its regular business functions. MHP is committed to protecting information about its providers and associates, especially the confidential nature of their personal information.

All Disclosure of Ownership & Controlling Interest Statements can be bmitted to:

County of Mariposa
Health and Human Services
Contract Monitoring Unit
P.O. Box 99
Mariposa, CA 95338
INSTRUCTIONS FOR COMPLETING DISCLOSURE OF
OWNERSHIP AND CONTROL INTEREST STATEMENT

A full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by the County of Mariposa, Department of Health and Human Services (MHP) to enter into an agreement or contract with any such institution or in termination of existing agreements.

General Instructions

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet. Return the original and second and third copies to the State agency, retain the first copy for your files. This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

Detailed Instructions

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory. IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, trade name or corporation.

Item II - Answer the following questions by checking “Yes” or “No.” If any of the questions are answered “Yes”, list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity. Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program. Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: If A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A’s interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership. For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility. If the answer is “yes”, list name of the management firm and employer identification number (EIN), or the name of the leasing organization.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or though any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.
DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

(a) Name of Entity

Central Star Behavioral Health, Inc.

D/B/A

Provider No.

Telephone No.

310

221-6824

Street Address

1501 Hughes Way, Ste 150

City, County, State

Long Beach, CA, CA

Zip Code

90810

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organizations, or agency that have been convicted of a criminal offense?

Yes  No

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense?

Yes  No

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months?

Yes  No

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>EIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Star Behavioral</td>
<td>1501 Hughes Way, Ste 150</td>
<td>27-2903823</td>
</tr>
<tr>
<td>Health Group Holding Company</td>
<td>Long Beach, CA, CA</td>
<td></td>
</tr>
</tbody>
</table>

(b) Type of Entity:  

- Sole Proprietorship
- Partnership
- Corporation
- Unincorporated Associations
- Other (Specify)

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers.

Yes  No

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Provider Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kent Danzig</td>
<td>1501 Hughes Way, Ste 150</td>
<td></td>
</tr>
<tr>
<td>Peter Zucker</td>
<td>Long Beach, CA, CA</td>
<td></td>
</tr>
<tr>
<td>Michelle Hatfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tara Morgan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christine Graham</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Weller</td>
<td></td>
<td>884684</td>
</tr>
</tbody>
</table>
IV. (a) Has there been a change in ownership or control within the last year?

If yes, give date ________________________

(b) Do you anticipate any change of ownership or control with the year?

If yes, when? _____________________________

(c) Do you anticipate filing for bankruptcy within the year?

If yes, when? _____________________________

V. Is this facility operated by a management company, or leased in whole or part by another organization?

If yes, give date of change in operations? _____________________________

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director with the last year?

VII. (a) Is this facility chain affiliated? If yes, list name, address of Corporation, and EIN)

Name: Sutter Behavioral Health
EIN # 27-2903823
Address: 1501 Hughes Way, Ste 150
Long Beach, CA 90816

(b) If the answer to Question VII (a) is No, was the facility ever affiliated with a chain? (If yes, list Name, Address of Corporation, and EIN)

Name
EIN #
Address

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH THE STATE AGENCY OR THE SECRETARY, AS APPROPRIATE.

Name of Authorized Representative (Typed)

Signature

Title

Date

Submit form to: County of Mariposa, Health and Human Services Department Contracts Monitoring Unit
P.O. Box 99
Mariposa, CA 95338

Remarks
Exhibit R – Crisis Residential Unit Scope of Work and Rate

CONTRACTOR shall develop and implement all necessary components to operate a 24-hour CRU, in accordance with all respective federal, state and local laws, codes, and regulations. CONTRACTOR shall admit and provide services to consumers of COUNTIES. CONTRACTOR shall adhere to the proposed plan and services as listed in “RFP 7232 Central Star Behavioral Health, Inc. Proposal” (copy can be provided upon request). CONTRACTOR shall also become familiar with all laws in respect to CHFFA under the Investment in Mental Health Wellness Act of 2013.

I. For the purpose of this agreement, County of Origin is defined as follows:

County of Origin is the county who placed or referred their consumer to the CRU and is responsible for providing, or arranging and paying for their consumer’s medically necessary covered Specialty Mental Health Services.

II. COUNTIES are responsible for arranging all care coordination for their consumers. COUNTIES must provide the following, but not limited to, for their consumers:

A. Transportation to and from the CRU, medical appointments, and visitation to their respective county of origin for any reason.

B. Assistance through the CRU admission and discharge process.

C. Case management on site or with the utilization of COUNTIES’ telehealth system.

D. Covering costs for their consumer’s non-Federal share of cost and unreimbursed cost from third party insurances.

E. If a person is conserved under the Lanterman-Petris-Short (LPS) Act, the conservator or their designee must be present from the county of origin at the CRU for any signatures, decisions, and other related occurrences regarding the conserved consumer.

i. In the event that the responsible county of origin cannot be present for signatures, the responsible county of origin can send signed documents through facsimile or secured email immediately, followed by the originals in twenty four (24) hours. This does not include Admission and Discharge paperwork.

ii. COUNTIES are responsible for making such arrangements prior to the conserved consumer’s admission and discharge from the CRU.
F. COUNTIES need to have staff available for legal representation in any legal related issues that arise during the consumer’s stay at the CRU.

G. Become familiar with lockouts related to CRTS when a consumer is admitted to the CRU.

III. Staffing Requirements

A. CONTRACTOR shall have at least three direct care staff persons on duty 24 hours a day, seven days per week. CONTRACTOR shall assign about 17.6 direct care staff across three shifts, for a ratio of at least one full-time equivalent (FTE) direct services staff for every three clients served.

B. The proposed schedule follows:

i. Weekday daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, a Housing Coach, Program Director and Clinical Director;

ii. Weekend daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, and a Housing Coach; and

iii. Any day of the week, nighttime hours will include the following, but not limited to, staff members Recovery Counselor and Licensed Vocational Nurse (LVN) or Licensed Psychiatric Technician (LPT).

C. CONTRACTOR shall provide orientation, supervision, and in-service training to staff.

i. Orientation

CONTRACTOR shall provide New Hire Orientation within the first thirty (30) days of hire to ensure all the new staff have the tools and support necessary to enhance their ability to work effectively with each other, residents, and the wider community, and to uphold a culture of inclusiveness, resident voice and choice, safety, recovery and wellness, and all applicable federal, state and local laws related to the CRU.
ii. Supervision

CONTRACTOR shall provide weekly supervision using a developmental model that incorporates reflective practice data-driven supervision, and recovery-oriented principles.

iii. Training

1. CONTRACTOR shall provide comprehensive professional development training using state-of-the-art methods, including educational classes, coaching, monitoring skill update, and consultation services.

2. CONTRACTOR shall cover topics in their trainings such as wellness and recovery based support, peer-to-peer based interventions, and referral processes to assure timely access.

IV. Referral to CRU and Admission

A. Admissions will be accepted at any time of the day or night.

B. Consumer’s participation in the CRU is voluntary.

C. Admission criteria may include the following:

i. Consumer shall be willing to participate in a self-help program;

ii. Interview consumers to determine if the CRU is a good match for their needs;

iii. 18 years of age or older;

iv. A minimum of 3 days of sobriety;

v. Medical Screening: referring county must provide the consumer’s medical information. CONTRACTOR shall evaluate medical information and clear for admission into the CRU;
vi. Qualifying diagnosis based on the approved version of the Diagnostic and Statistical Manual of Mental Disorders (i.e. DSM 5) criteria; and

vii. Justification on admission into CRU verses a higher level of care.

D. Exclusions from the CRU may include the following reasons:

i. Danger to others;
ii. Active tuberculosis;
iii. Physical health condition diagnosis in which consumer is unable to care for his/herself;
iv. Incontinence;
v. Registered sex offender;
vii. History of arson;
viii. Inability to self-manage for hygiene; and
ix. And a conviction for drug trafficking.

E. CONTRACTOR shall utilize admission forms such as Authorization for Treatment, Admission Agreement, and Consumer Inventory.

F. Within the first week of admit, CONTRACTOR shall do the following, but not limited to, assessments which shall be completed by a Mental Health Specialist and Psychiatrist as a part of the consumer’s Individual Service Plan (ISP):

i. Comprehensive biopsychosocial evaluation summarizing psychiatric/mental health history and treatment, developmental milestones, medical history including health screening to identify urgent health care needs/medical complications, medication adherence, relationships, psychosocial and social support skills (i.e. meal planning, shopping and budgeting skills); and current psychological, education, vocational, and other functional limitations;

ii. Review and inclusion of consumer’s existing WRAP to provide services according to each consumer’s identified preferences and set plan;
iii. Screening for high risk behaviors such as, risk of aggression, self-harm, substance use, etc., and assist with immediate safety and treatment planning;

iv. Consumer completion of the Recovery Assessment Scale (RAS) shall be used in part of an engagement process to help the consumer to self-identify treatment needs and personal, recovery-oriented goals; and

v. Baseline data to track historical service utilization, participation and progress on personal wellness goals.

G. CONTRACTOR shall identify the consumer’s county of origin and begin reaching out to connect with agency partners and resources in that county to provide to consumers upon discharge.

H. CONTRACTOR shall establish a tracking mechanism for referrals, notify county of origin expected wait times if beds are filled at the CRU and may use the following reasons when establishing priority on a waitlist:

i. Beds shall be filled on a first-come, first-served basis;
ii. Consumer has accessed emergency services however is in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery;
iii. Consumer stepping down from psychiatric hospitalization;
iv. Homeless consumers;
v. Not having a caregiver able to provide support;
vi. Not being in an intensive treatment program;
vii. Risk of incarceration without treatment;
viii. Risk of substance abuse without treatment;
ix. Law enforcement encounters multiple times; and
x. Time spent on the waitlist.

I. CONTRACTOR shall make every effort to keep beds filled and communicate with COUNTIES when there are bed openings.

J. CONTRACTOR shall make every effort to place consumers in as many single rooms as possible to accommodate needs to individuals who might struggle with shared accommodations.
K. CONTRACTOR shall make every effort to fill all available beds to ensure full capacity is reached.

i. CONTRACTOR shall reach out to all COUNTIES to obtain referrals for admission to the CRU.

V. Services

A. CONTRACTOR shall focus services, such as assessment and service planning, on building trust, stabilizing, and providing a recovery-oriented environment that supports hope and allows each resident to develop a self-directed recovery and safety plan.

B. Consumer is expected to have a maximum stay of 30 days.

i. If the length of stay goes beyond 30 days, justification supporting the therapeutic need shall be communication to the county of origin for review and approval.

ii. Under no circumstance shall the stay exceed three months.

iii. Before the end of the three months, consumer will be discharged and county of origin shall be responsible for relocating their consumer.

C. CONTRACTOR shall provide recovery-oriented therapeutic activities 8:00am – 10:00pm, Sunday – Saturday.

D. CONTRACTOR may include the following activities:

i. Therapeutic and Mental Health Services:

1. Individually, each consumer shall receive a daily check in and weekly counseling session with the Mental Health Specialist;

2. Groups including the following offerings:

a. Peer or Co-led WRAP groups;
b. Seeking Safety groups for co-occurring trauma and substance use; and
c. Aggression Replacement Training.

ii. Crisis Intervention:

1. CONTRACTOR shall have a 24/7 crisis response available to de-escalate situations.

iii. Family Inclusion/Collateral:

1. CONTRACTOR shall utilize family engagement to support consumers’ community reintegration to an independent housing environment or return to the family home.

iv. Assistance with Activities of Daily Living (ADLs):

1. CONTRACTOR shall provide life skills training to help consumers with personal grooming, hygiene, care of personal belongings, laundry, and keeping personal and community rooms clean.

2. Consumers shall be encouraged to engage in activities that support daily operations such as cleaning common areas and cooking snacks and meals.

v. Daily Exercise/Health and Wellness Education:

1. CONTRACTOR shall include in schedule of activities, organized exercise such as yoga, tai chi, gardening, or walking.

2. CONTRACTOR shall provide education on topics such as, healthy lifestyle, diet and nutrition, weight management, sex education and AIDS/HIV prevention and contraception.

3. CONTRACTOR shall utilize wellness sheets to help consumers with specific topics, such as smoking, and chronic health conditions, they struggle to accomplished or address what was the cause of their crisis.
vi. Pre-Vocational or Vocational Counseling:

1. CONTRACTOR shall assist consumers in developing pre-vocational and/or vocational plans.
2. CONTRACTOR shall provide resources to assist consumer in accomplishing established plans.

vii. Patient Rights and Consumer Advocacy:

1. Along with their admission agreement, CONTRACTOR shall provide consumers with their patient’s rights, and other related informing materials.

viii. Case Management:

1. CONTRACTOR shall assist consumers with connections and resources from their county of origin.
2. CONTRACTOR shall assist consumers with possible entitlement programs in their respective county of origin.

E. CONTRACTOR shall incorporate the following, but not limited to, practices and plans:

i. Infusing Evidence Based and Emerging Practices;
ii. WRAP;
iii. Seeking Safety/Trauma Informed Care; and
iv. Motivational Interviews.

F. CONTRACTOR shall schedule group outings for consumers to learn gain skills such as communication, and shopping skills.

G. CONTRACTOR shall provide Medication Support Services as determined by the medical screening at admission.

i. CONTRACTOR shall adhere to established medication support policies, procedures, and all federal, state, and local laws.
ii. Policies and procedures shall include the following, but not limited to, plan in accordance with all applicable federal, state, and local laws:

1. Monitoring and storage of medications;
2. Screening for medical complications by a physician or mid-level provider with the appropriate credentials;
3. Educating consumers on medication and side effects with the goal of consumers becoming responsible for their own medications;
4. Making appropriate case entries of all medications;
5. Staff consultation with the medical staff; and
6. Encouraging and supporting consumers to take more responsibility for keeping to their medication schedule.

H. CONTRACTOR shall provide three regularly scheduled wholesome meals per day to the consumers.

i. CONTRACTOR shall provide food of good quality that is selected, stored, prepared, and services in a safe healthful manner meeting all federal, state, and local laws.

ii. CONTRACTOR shall promote and maintain high food safety and sanitation standards.

VI. Emergency Services

A. In case of a psychiatric or medical emergency, CONTRACTOR shall immediately arrange transportation of consumer in need of emergency services to appropriate facilities within local area.

B. CONTRACTOR shall notify county of origin of the emergency within three hours of occurrence.

C. CONTRACTOR may discharge consumer upon confirmation of admittance to another facility (i.e. psychiatric or medical).

D. County of origin is responsible for coordination of care for their consumer’s emergency episode which includes admission into psychiatric facility, admission into local emergency room, coordination of ancillary services and return transportation to county of origin.
VII. Discharge

A. CONTRACTOR shall including the following, but not limited to, components in the discharge process:

   i. Evaluation of consumer’s improvement;
   ii. Reason for the services are no longer appropriate (includes reasons such as improvements, danger to self or others, and necessity of higher care);
   iii. Review WRAP and provide motivation regarding their self-directed wellness and self-management goals;
   iv. Provide community resources for the consumer’s county of origin;
   v. Create a discharge summary plan in consultation with the consumer and county of origin staff;
   vi. Contacts and connections to warm-handoffs in county of origin;
   vii. Provide up to thirty (30) days’ worth of medications if applicable;
   viii. Transportation arrangement with county of origin.

B. CONTRACTOR shall monitor consumers who are at risk for leaving prior to completion of CRTS.

C. If a consumer is identified as needing conservatorship, CONTRACTOR shall contact county of origin to arrange discharge and transportation of the consumer within three (3) hours.

VIII. Telehealth

A. CONTRACTOR shall utilize a telehealth system, compliant to federal, state, and local regulations, to provide consistent communication between consumers and staff from their county of origin.

B. CONTRACTOR shall arrange family meetings and case coordination.

IX. EHR and Billing

A. CONTRACTOR shall utilize their own EHR and Billing system for all documentation and cost reimbursement.

B. The EHR system shall have the ability to communicate and/or transfer consumer data to county of origin.
C. CONTRACTOR shall develop and manage all CRU related financial accounting, contract management, annual external audit readiness, and quality assurance/improvement.

X. Program Evaluation

A. CONTRACTOR shall provide the following, but not limited to, CHFFA related items:

i. CONTRACTOR shall work with COUNTY’s evaluation team to collect information necessary to report per rules and regulations revolving CHFFA.

ii. CONTRACTOR shall provide outcomes and data per COUNTY’s request.

B. CONTRACTOR shall participate in regular meeting with directors and/or designees from COUNTIES collaboratively to discuss program successes and improvements.

C. CONTRACTOR shall track the following, and any other related elements as determined by the evaluation team, and provide annual reports to the county of origins:

1. Number of consumers served;
2. Type of referral source;
3. Demographic of population;
4. Diagnoses;
5. Average length of stay;
6. Reason for discharge;
7. Placement type;
8. Homelessness;
9. Repeat utilization/recidivism;
10. Consumer satisfaction; and
11. Other data as requested by COUNTIES through evaluation team.
**Rate**

<table>
<thead>
<tr>
<th>MEDICAL REVENUE:</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000 Adult Crisis Residential (Mode 05/SFC 40-49)</td>
<td>$371.02</td>
</tr>
</tbody>
</table>
Exhibit X – Crisis Residential Unit Additional Terms and Conditions

1. RATE PROGRAM/SERVICES

Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.

CONTRACTOR shall submit an Invoice within thirty (30) days for each consumer which details the units of service provided and payment rate. The COUNTY shall pay the CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

2. CERTIFICATIONS

Community Care Licensing

CONTRACTOR shall receive and maintain throughout the term of this Agreement, licensing for Community Care in accordance to all federal, state and local laws. Upon certification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Short-term Crisis Residential Treatment Program

CONTRACTOR shall receive and maintain throughout the term of this Agreement, certification as a Social Rehabilitation Program (Short-term Crisis Residential Treatment Program) and licensed as a Social Rehabilitation Facility or Community Care Facility as specified in CCR 1840.334. Certification shall be based on the twelve (12) month fiscal year period. Upon recertification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Medi-Cal

CONTRACTOR shall receive and maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are
claimed and notifying COUNTY’s Health and Human Services Department QI/Managed Care Program Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change. CONTRACTOR shall be in full compliance with COUNTY’s Medi-Cal Network/Organization/Provider Site Certification.

The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

3. **FINANCIAL STATEMENTS, RECORDS AND AUDITS**

   **On-Site Reviews**

   In accordance with applicable law, agents of COUNTY and its Health and Human Services Agency may conduct periodic audits or reviews, including on-site audits or reviews, of performance under this Agreement. These audits or reviews may evaluate the following:

   a. Level and quality of care and the medical necessity and appropriateness of the services provided.

   b. Internal procedures for assuring efficiency, economy and quality of care.

   c. Compliance with COUNTY’s “Client Grievance Procedures”.

   d. Financial records when determined necessary to protect public funds.

   e. CONTRACTOR shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their review.

   f. On-site reviews and audits shall occur during normal working hours with at least 72-hours advanced notice, except when such unannounced on-site reviews and requests for information are made in those exceptional situations where arrangements for an appointment beforehand are clearly not possible or clearly inappropriate to the nature of the intended review.

   g. COUNTY’s contract monitoring team and clinical managers will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced and unannounced.
Cost Reporting

For the first year of service, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete six (6) month Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due four (4) weeks after the six (6) months of services have passed. CONTRACTOR shall follow the same instructions as the Annual Cost Report.

For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due no later than August 15th, unless a written extension is approved by COUNTY. Each Annual Cost Report shall be prepared by CONTRACTOR in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials, and other written guidelines which may be provided to CONTRACTOR by COUNTY.

If CONTRACTOR fails to submit accurate and complete Annual Cost Report(s) by agreed upon submission date, then COUNTY shall not make any further payments to CONTRACTOR under this Agreement or at COUNTY’s option, other current or subsequent Agreements with COUNTY, until the accurate and complete Annual Cost Report(s) is (are) submitted.

In the event that CONTRACTOR does not submit accurate and complete Annual Cost Report(s) by the established due date, then all amounts covered by the outstanding Annual Cost Report(s) and paid by COUNTY to CONTRACTOR in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding may be demanded as due by CONTRACTOR to COUNTY.

Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s), at the end of each Fiscal Year or portion thereof that Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted as follows:

a. Cost Reimbursement

Settled to the lesser of actual and allowable costs or charges, not to exceed the applicable Maximum Contract Amount. Reimbursement for Short-Doyle/Medi-Cal funded services shall not exceed the Schedule of Maximum Allowances (SMA) in effect at the time of service delivery.
b. County Audit Settlements:

If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the mental health services provided hereunder and if such audits finds that COUNTY’s dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then the difference shall be due by CONTRACTOR to COUNTY. If such audit finds that COUNTY’s dollar liability for such services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY’s Maximum Contract Amount for the applicable Fiscal Year be exceeded.

Payment Due To COUNTY/Method of Payment

Within ten days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following six payment options CONTRACTOR requests to be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be: (1) paid in one cash payment by CONTRACTOR to COUNTY, (2) offset against prior year(s) liability (ies) to CONTRACTOR, (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise, (5) paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed three months or (6) a combination of any or all of the above. If CONTRACTOR does not so notify COUNTY within ten days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

If CONTRACTOR, without good cause as determined in the sole judgment of Director, fails to pay COUNTY any amount due COUNTY under this Agreement within sixty days after the due date, as determined by Director or designee, then Director or designee, in their sole discretion and after written notice to CONTRACTOR, may assess interest charges at a rate equal to COUNTY’s General Fund Rate, as determined by the COUNTY’s Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. CONTRACTOR shall have an opportunity to present to Director Information bearing on the issue of whether there is a good cause justification for CONTRACTOR’s failure to pay COUNTY within sixty days after the due date. The interest charges shall be: (1) paid by CONTRACTOR to COUNTY by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by COUNTY to CONTRACTOR whether under this Agreement or otherwise.
CONTRACTOR’s Right to Administrative Hearing

Performance obligations assumed under this Agreement shall commence and terminate as indicated in this Agreement, and shall apply to all psychiatric inpatient hospital admissions on or after the date of commencement. This Agreement shall continue until the date of termination, and the rights of termination. However, the terms of this Agreement shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. CONTRACTOR waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Agreement.

Restriction on CONTRACTOR’s Freedom to Assign Benefits Only Under this Agreement or to Engage in Organizational Change

COUNTY and CONTRACTOR hereby declare their mutual recognition that the subject matter of this Agreement is personal, being founded upon COUNTY’s confidence in the reputation, type and location of facilities, and other personal attributes of CONTRACTOR. For this reason: Unless COUNTY has rendered prior written approval, any attempt by CONTRACTOR to make an assignment of the right to receive the contingent payment obligations of COUNTY under this Agreement shall operate as an express condition subsequent to those obligations, discharging COUNTY from what may otherwise have been a matured obligation of performance.

Should CONTRACTOR desire to make an assignment of rights under this Agreement, it shall submit a written application for approval to COUNTY. Such an application shall identify the proposed assignee and include a detailed explanation for the reason and basis of the proposed assignment. Should COUNTY be satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of CONTRACTOR, it shall be documented and approved in writing. The effective date of the assignment shall be the date upon which COUNTY issued written approval.