The agenda and staff reports are posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx
Agenda items are available for review at the Department of Health and Human Services located at 446 Second Street, Yuba City, during normal business hours.

OCTOBER 16, 2018
8:30 A.M.
1160 CIVIC CENTER BLVD.
YUBA CITY, CA

Rick Bingham, Assistant Director of Health & Human Services

1) Approval of First Amendment to Memorandum of Understanding between Sutter-Yuba Behavioral Health and Rideout Memorial Hospital for Fiscal Year 2017-18 and 2018-19

2) Approval of Agreement with Placer County for Purchase of Bed Days on the Sutter Yuba Behavioral Health Psychiatric Health Facility for Fiscal Years 2018-19 and 2019-20

3) Approval of Agreement for Mental Health Rehabilitation Center Services and Institution for Mental Disease Services with Telecare Corporation for Fiscal Year 2018-19 Not to Exceed $450,000

4) Adoption of a Resolution Authorizing Application for, and Acceptance of, No Place Like Home (NPLH) Noncompetitive Allocation funds; and, Authorize and Direct the Interim Local Mental Health Director to Execute the Sutter County NPLH Noncompetitive Allocation Application and all Related Documents on Behalf of the County

Ken Sra, Interim Director of General Services

5) Approval for Central Valley Flood Protection to use the Board Chambers (Hall of Records) for a public meeting on October 26, 2018

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Health and Human Services Department at (530) 822-7327. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
HEALTH AND WELFARE COMMITTEE
Standing Committee Staff Report

To: Health and Welfare Committee
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of First Amendment to Memorandum of Understanding between Sutter-Yuba Behavioral Health and Rideout Memorial Hospital for Fiscal Year 2017-18 and 2018-19

Recommendation: It is recommended that the Board of Supervisors approve the First Amendment to the Memorandum of Understanding (MOU) between Sutter-Yuba Behavioral Health (SYBH) and Rideout Memorial Hospital (Rideout), formerly Fremont-Rideout Health Group, for Fiscal Years 2017-18 and FY 2018-19.

Background: Rideout Memorial Hospital is a licensed hospital with an accredited emergency department. The MOU entered into in October 2017 allows SYBH and Rideout to collaborate and provide services to clients in need of behavioral health services while admitted to the Rideout emergency department. This collaboration has helped ensure that proper care and treatment is available and provided at a time when it is most needed.

The First Amendment to the MOU provides additional instruction and defines responsibilities for both SYBH and Rideout staff in managing patients admitted to Rideout with dual diagnosis (medical and behavioral health) requiring transition of care to an inpatient behavioral health facility.


Board Alternatives: None suggested.

Other Department and/or Agency Involvement: Sutter County Counsel has reviewed the First Amendment.

Action Following Approval: The Chairman of the Board and Health and Human Services Director will sign the First Amendment.

Fiscal Impact: This proposal has no impact on the County General Fund.

Respectfully Submitted,

s/ Nancy O'Hara
Director of Health & Human Services
Attachments:
1. Rideout ER - SYBH - MOU First Amendment 2017-2019
2. Rideout ER-SYBH MOU 2017-19
AMENDMENT #1
TO THE MEMORANDUM OF UNDERSTANDING

This Amendment to the Memorandum of Understanding (this "Amendment") is entered into and made effective as of June 1, 2018 (the "Effective Date"), by and between Fremont- Rideout Health Group now known as Rideout Memorial Hospital, California nonprofit public benefit corporation("HOSPITAL"), and Sutter-Yuba Behavioral Health, a joint powers agency operated by the Counties of Sutter and Yuba and administered by the County of Sutter (hereafter "BEHAVIORAL HEALTH"), (together, the "Parties").

WHEREAS, the Parties entered into that certain Memorandum of Understanding effective as of August 1, 2017 (the "MOU"); and

WHEREAS, the Parties desire to amend to the MOU to broaden its scope to include the inpatient environment.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1.A.(iv) of the MOU is deleted in its entirety and replaced with the following:

   "Section 1.A.(iv) Provide tele-psychiatry services as appropriate, in accordance with patient's clinical condition and in collaboration with BEHAVIORAL HEALTH professionals and the attending physician."

2. Section 1.A.(vi) is added to the MOU and will read in its entirety:

   "Section 1.A.(vi) Comply with those applicable procedures set forth in Exhibits A and B."

3. Section 1.B.(iii) (a) of the MOU is deleted in its entirety and replaced with the following:

   "Section 1.B.(iii)(a) Assess and document the behavioral health needs of each patient and an appropriate referral shall be completed in accordance with the applicable SYBH Procedure (attached hereto as Exhibit A and Exhibit B, incorporated herein by this reference.)"

4. Section 1.B.(iv) of the MOU is deleted in its entirety and replaced with the following:

   "Section 1.B.(iv) BEHAVIORAL HEALTH shall comply with HOSPITAL POLICIES AND REGULATIONS as set forth in Exhibits A and B."

5. Section 3 Designated Representatives of the MOU is deleted in its entirety and replaced with the following:
3. **Designated Representatives.** The Adventist Health and Rideout President is the representative of HOSPITAL and will administer this MOU for HOSPITAL. The Sutter County Health and Human Services Director is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

6. **Section 4 Notice** of the MOU is deleted in its entirety and replaced with the following:

   “4. **Notice.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

   **If to HOSPITAL:**
   Richard L. Rawson
   Adventist Health and Rideout
   989 Plumas Street
   Yuba City, California 95991

   **If to BEHAVIORAL HEALTH:**
   Sutter County Health and Human Services Director
   Post Office Box 1510
   Yuba City, California 95992

7. **Exhibit B** is added to the MOU and will read in its entirety:

   **EXHIBIT B**

   SUTTER YUBA BEHAVIORAL HEALTH (SYBH)-RIDEOUT HOSPITAL

   INPATIENT BEHAVIORAL HEALTH MANAGEMENT

   **PURPOSE:** Establish a collaborative legal hold (5150) process with Sutter Yuba Behavioral Health in managing patients admitted to Rideout Hospital with dual diagnosis (medical and behavioral health) requiring transition of care to an inpatient behavioral health facility. This process will:

   - Stabilize the patient and transition to the next level of care in an expedient safe manner once medically stable;
   - Establish collaborative treatment plans of care that addresses both behavioral health
and medical care;

• Improve the quality of patient care by working collaboratively with SYBH assessment and recommendations for next level of care;
• Decrease use of duplicate resources for discharge planning and transitions of care;
• Connect the patient to community resources for ongoing behavioral health care; and
• Decrease length of stay.

PROCEDURE: Rideout Hospital and SYBH agree to utilize the following procedure for jointly managing acute inpatients with behavioral health needs as follows:

• Patients admitted from the ED who were initially on a W & I 5150, and have a medical condition which requires stabilization prior to behavioral health placement, will have the W & I 5150 hold cancelled until medically stable by the attending hospitalist. The active W & I 5150 will be terminated by placing a line through the W & I 5150 and including verbiage that the hold is cancelled. This is signed by the admitting hospitalist or attending hospitalist. All patients admitted to the main floor for treatment, whether previously on a 5150 hold are the sole responsibility of the main medical team. SYBH crisis team would be involved in the care upon request of the primary medical team upon patients' medical stabilization with the sole purpose of evaluation for the need of a 5150 hold and to assist in transfer to a psychiatric facility for stabilization of psychiatric symptoms subsequent to medical stabilization."
  - JSA psychiatry consult will be ordered for behavioral health assessment and medication management guidance by the attending hospitalist/surgeon.
  - JSA psychiatry will be utilized for additional consultations as needed for medication management and possible recommendations for placement assessment once medically stable.
  - The Rideout Hospitalists/Surgeons are 100% responsible for writing orders to implement JSA treatment and/or placement recommendations.
• Upon request for SYBH to assist with placement, the following information will be sent by the Case Management Department to SYBH via Allscripts by Fax:
  - Request for SYBH PES 5150 assessment for placement and initiation of 5150 hold;
  - Rideout Hospital face sheet with patient demographics;
  - Copy of cancelled W & I 5150 upon admission;
  - MD progress notes which state that the "PATIENT IS MEDICALLY STABLE FOR DISCHARGE AND JSA TELEPSYCHIATRY IS RECOMMENDING INPATIENT PLACEMENT FOR BEHAVIORAL HEALTH ONGOING NEEDS."
- Attachment of the Initial H & P, progress notes, JSA consults, lab results, diagnostic testing, nursing notes for the last 7 days. Records will be updated daily as needed along with the W & I 5150 as SYBH works through placement by 8 am every day. These records are faxed to 530-751-2871 through Allscripts for tracking purposes.

**SYBH staff will complete an assessment of the patient’s behavioral health needs within 48 hours of receipt of the request to complete assessment.**

- Completes W & I 5150 assessment to determine whether the patient is a danger to self/others/gravely disabled as a result of a mental health disorder;

- If SYBH agrees that patient meets W & I 5150, they complete the W & I 5150 and seek and secure a Psychiatric Hospital Facility (PHF) placement;
  - SYBH staff provides Rideout Hospital charge nurse and attending hospitalist/surgeon, a copy of the assessment for our records;
  - Rideout Hospitalist/Surgeon will complete transfer summary and discharge orders for receiving facility;
  - SYBH coordinates transportation for patient from Rideout Hospital to the Psychiatric Hospital Facility;
  - If placement is not found in 72 hours, the SYBH will reassess the patient's behavioral health status and make recommendations for continuation of the W & I 5150 until placement is found.

- If SYBH agrees that the patient is behaviorally stable and no longer requires to be placed on a W & I 5150, they will recommend releasing the patient from Rideout Hospital and coordinate safety plan resources for the patient.

**Rideout Hospital and SYBH agree to collaborate and share information pertinent to providing appropriate safe care for patients admitted with an acute medical condition to Rideout Hospital by:**

- Sharing patient behavioral health history to include diagnosis, current prescribed medications, and any prior admissions to Psychiatric Hospital Facilities.
- Establishing case conferences to discuss patient transitions of care on a weekly basis.
In the instance in which any provision of this Amendment contradicts or is inconsistent with the provisions of the MOU, the provisions of this Amendment shall prevail. Except as otherwise herein specifically noted or amended, all terms and condition of the MOU remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth at the outset.

SUTTER COUNTY HEALTH AND HUMAN SERVICES

By: ______________________________
   NANCY O’HARA, DIRECTOR

COUNTY OF SUTTER

By: ______________________________
   DAN FLORES, CHAIRMAN

ATTEST: DONNA M. JOHNSTON
   CLERK OF THE BOARD

By: ______________________________

HOSPITAL

By: ______________________________
   RICHARD L. RAWSON
   President

APPROVED AS TO FORM:
   SUTTER COUNTY COUNSEL

By: ______________________________
EXHIBIT A
SYBH-ROED PROCEDURE

PURPOSE: To define the collaborative process of treating patients arriving at Rideout Emergency Department (ROED) on W&I 5150 or presenting on voluntary status with psychiatric/safety concerns and may potentially meet criteria for W&I 5150 hold. Defining the procedure may effectively:

1. Decrease length of stay in ROED.
2. Increase quality of patient care secondary to assessing patient and recommending clinical path, course of care as immediately as possible.
3. Decrease in unnecessary medical clearance procedures when Psychiatric Health Facility (PHF) admission criteria not present.
4. Expedite clinical care, support/safety planning that may result in clinical response that alleviates cause of patient ROED admit.
5. Decrease/avoidance of redundant processes.
6. Decrease in use of resources (medical, behavioral health, potential avoidance of PHF admission when clinically indicated).
7. Expedite treatment protocols, safety/support plan, assist patient with connection with community resources and other interventions as may be clinically indicated pursuant to patient presentation.

PROCEDURE:

A. PATIENT ARRIVES AT ROED ON W&I 5150 APPLICATION:

1. ROED staff informs Sutter-Yuba Behavioral Health (SYBH) staff of patient arrival.
2. SYBH staff conducts PES Assessment ASAP to determine tentative clinical path, either "Seek PHF Admission" or "Rescind 5150".
   a. If PES staff not immediately available:
      i. SYBH or ROED staff contact JSA Tele-psychiatry (JSA) to schedule/initiate psychiatric assessment.
ii: During business hours between 11:00am and 2:00pm (or as available before 5:00pm) SYBH may contact designated psychiatrist to initiate psychiatric assessment.

B. Medical Clearance:

1. When patient determined to be on "Seek PHF Admission" clinical path:
   a. SYBH staff will inform ROED staff of clinical path.
   b. Full medical clearance will be initiated as medical clearance is required by all receiving PHFs for consideration of admission.
   c. As soon as completed and obtained by ROED staff, medical clearance packet will be faxed to SYBH PES office, PES FAX NUMBER 530-751-2871.

2. When patient determined to be on "RESCIND 5150" clinical path:
   d. SYBH will inform ROED staff of clinical path.
   e. ROED attending physician determines medical workup as indicated by clinical presentation.
   f. As soon as completed and obtained by ROED staff, medical reports for labs ordered by ROED attending staff physician that may be relevant to SYBH disposition determination will be faxed to SYBHPES office, PES FAX NUMBER 530-751-2871.

C. PATIENT ARRIVES AT ROED VOLUNTARY LEGAL STATUS:

1. Upon request by ROED attending physician, SYBH will assess any patient on voluntary legal status to determine if patient meets W&I 5150 criteria.
   a. If patient MEETS for W&I 5150 criteria:
      i. SYBH or ROED attending physician writes 5150 document.
      ii. Author of 5150 advises patient of 5150 hold.
      iii. "SEEK PHF ADMISSION" clinical path initiated by SYBH.
   b. If patient DOES NOT MEET W&I 5150 criteria:
      i. Patient remains on voluntary status
      ii. SYBH initiates support/safety plan.
iii. SYBH informs ROED attending physician of disposition.

**D. CONSULTATION**

1. SYBH will work collaboratively and interchangeably with JSA Tele-psychiatry and SYBH staff psychiatrist as follows:
   
   a. When SYBH completes full assessment, SYBH will fax completed SYBH PES Assessment to JSA or have available for SYBH staff psychiatrist.
   
   b. SYBH consults with JSA or SYBH staff psychiatrist.
   
   c. JSA or SYBH staff psychiatrist may complete brief psychiatric assessment to avoid redundancy of information; data collection that has been previously obtained and documented by SYBH will be reviewed.
   
   d. When JSA or SYBH staff psychiatrist has completed a full assessment, SYBH may complete a PES (Psychiatric Emergency Services) Brief Assessment to avoid redundancy of information/data collection that has been previously obtained and documented by JSA or SYBH staff psychiatrist.

2. When it is determined by SYBH that patient meets criteria for PHF Admission, SYBH may follow clinical path for PHF admission *without* consultation with JSA or SYBH staff psychiatrist.

3. When SYBH is unable to clearly ascertain criteria to uphold or rescind 5150, SYBH will consult with JSA or SYBH staff psychiatrist.
   
   i. As soon as SYBH staff has determined the need for JSA Tele-psychiatry or SYBH staff psychiatrist consult needed, SYBH staff will contact JSA or SYBH staff psychiatrist directly to schedule appointment. There may be times SYBH may request ROED staff to schedule JSA appointment; ROED staff will can and schedule appointment with JSA as requested.
   
   ii. It is not necessary to have all labs, medical clearance packet prior to requesting JSA Tele-psychiatry appointment.

4. SYBH will consult with JSA or SYBH staff psychiatrist when disposition recommendation is to **RESCIND 5150**.
   
   i. As soon as SYBH staff has determined the need for JSA Tele psychiatry or SYBH staff psychiatrist consult needed, SYBH staff will contact JSA or SYBH staff psychiatrist to schedule appointment.
5. According to contract with JSA, SYBH and JSA must agree on the final disposition determination. When SYBH and JSA agree on disposition to SEEK PHF

ADMISSION:

i. SYBH staff informs ROED Charge Nurse of disposition.

ii. SYBH staff to request ROED staff to provide JSA report

iii. SYBH secures available PHF bed.

iv. Receiving facility completes Nurse-to-Nurse as applicable.

v. SYBH obtains and documents confirmation of acceptance by receiving facility.

vi. SYBH arranges transport to receiving facility.

vii. SYBH provides copy of SYBH document entitled "ROED Disposition" to ROED Charge Nurse on duty.

viii. Patient discharged from ROED to be transported to receiving facility upon arrival of transporter.

6. When JSA and SYBH agree on disposition to RESCIND 5150:

i. SYBH informs ROED Charge Nurse of disposition.

ii. SYBH activates established and documented Support/Safety Plan.

iii. SYBH provides copy of SYBH document entitled "ROED Disposition".

iv. Patient discharged from ROED.

7. When JSA and SYBH do not agree on disposition SYBH staff will:

   a. Contact SYBH PES Supervisor, PHF/PES Program Manager, and/or (during business hours between 8:00am and 5:00pm) SYBH staff psychiatrist for consultation and determination of final disposition.

   b. SYBH will inform charge nurse of final disposition.
c. SYBH will follow steps of clinical path to "SEEK PHF ADMISSION" or "RESCIND 5150" pursuant to final disposition determination.

E. REASSESSMENT, CARRYOVERS, and CHANGE OF CLINICAL PATH

1. It is understood by SYBH and ROED that at any time during the process of presentation to ROED up to and until discharge from ROED, the patient may need to be reassessed, "carried over" and/or have the disposition determination changed.

   a. SYBH will reassess as needed and/or requested by PES Supervisor, PES/PHF Program Manager, SYBH staff Psychiatrist and/or JSA.

   b. SYBH will follow recommendation to "carryover" patient and reassess by PES Supervisor, PES/PHF Program Manager, SYBH staff psychiatrist, and/or JSA.

   c. At any time the disposition changes (for instance from "RESCIND 5150" to "SEEK PHF ADMISSION" or vice versa), SYBH and ROED will make the change and follow the procedural steps of the indicated clinical path.

   d. SYBH will inform ROED Charge Nurse of any change in clinical path.

   d. In the event patient is a "carryover" and has been determined to need psychiatric hospital admission ROED will fax updated vitals and nursing notes (daily) to PES office for inclusion in medical clearance packet that is sent to PHF for consideration for admission (information required by some receiving facilities).
EXHIBIT B

SUTTER YUBA BEHAVIORAL HEALTH (SYBH)-RIDEOUT HOSPITAL
INPATIENT BEHAVIORAL HEALTH MANAGEMENT

PURPOSE: Establish a collaborative legal hold (5150) process with Sutter Yuba Behavioral Health in managing patients admitted to Rideout Hospital with dual diagnosis (medical and behavioral health) requiring transition of care to an inpatient behavioral health facility. This process will:

- Stabilize the patient and transition to the next level of care in an expedient safe manner once medically stable;
- Establish collaborative treatment plans of care that addresses both behavioral health and medical care;
- Improve the quality of patient care by working collaboratively with SYBH assessment and recommendations for next level of care;
- Decrease use of duplicate resources for discharge planning and transitions of care;
- Connect the patient to community resources for ongoing behavioral health care; and
- Decrease length of stay.

PROCEDURE: Rideout Hospital, JSA Psychiatry, and SYBH agree to utilize the following procedure for jointly managing acute inpatients with behavioral health needs as follows:

- Patients admitted from the ED who were initially on a W & I 5150, and have a medical condition which requires stabilization prior to behavioral health placement, will have the W & I 5150 hold cancelled until medically stable by the attending hospitalist. The active W & I 5150 will be terminated by placing a line through the W & I 5150 and including verbiage that the hold is cancelled. This is signed by the admitting hospitalist or attending hospitalist. All patients admitted to the main floor for treatment, whether previously on a 5150 hold are the sole responsibility of the main medical team. SYBH crisis team would be involved in the care upon request of the primary medical team upon patients' medical stabilization with the sole purpose of evaluation for the need of a 5150 hold and to assist in transfer to a psychiatric facility for stabilization of psychiatric symptoms subsequent to medical stabilization."
JSA psychiatry consult will be ordered for behavioral health assessment and medication management guidance by the attending hospitalist/surgeon. JSA psychiatry will be utilized for additional consultations as needed for medication management and possible recommendations for placement assessment once medically stable.

The Rideout Hospitalists/Surgeons are 100% responsible for writing orders to implement JSA treatment and/or placement recommendations.

- Upon request for SYBH to assist with placement, the following information will be sent by the Case Management Department to SYBH via Allscripts by Fax:
  - Request for SYBH PES 5150 assessment for placement and initiation of 5150 hold; Rideout Hospital face sheet with patient demographics;
  - Copy of cancelled W & I 5150 upon admission;
  - MD progress notes which state that the "PATIENT IS MEDICALLY STABLE FOR DISCHARGE AND JSA TELEPSYCHIATRY IS RECOMMENDING INPATIENT PLACEMENT FOR BEHAVIORAL HEALTH ONGOING NEEDS."

Attachment of the Initial H & P, progress notes, JSA consults, lab results, diagnostic testing, nursing notes for the last 7 days. Records will be updated daily as needed along with the W & I 5150 as SYBH works through placement by 8 am every day. These records are faxed to 530-751-2871 through Allscripts for tracking purposes.

**SYBH staff will complete an assessment of the patient's behavioral health needs within 48 hours of receipt of the request to complete assessment.**

- Completes W & I 5150 assessment to determine whether the patient is a danger to self/others/gravely disabled as a result of a mental health disorder;

- If SYBH agrees that patient meets W & I 5150, they complete the W & 15150 and seek and secure a Psychiatric Hospital Facility (PHF) placement;
  - SYBH staff provides Rideout Hospital charge nurse and attending hospitalist/surgeon, a copy of the assessment for our records;
  - Rideout Hospitalist/Surgeon will complete transfer summary and discharge orders for receiving facility;
  - SYBH coordinates transportation for patient from Rideout Hospital to the
Psychiatric Hospital Facility;
If placement is not found in 72 hours, the SYBH will reassess the patient's behavioral health status and make recommendations for continuation of the W & I 5150 until placement is found.

- If SYBH agrees that the patient is behaviorally stable and no longer requires to be placed on a W & I 5150, they will recommend releasing the patient from Rideout Hospital and coordinate safety plan resources for the patient.

Rideout Hospital, JSA, and SYBH agree to collaborate and share information pertinent to providing appropriate safe care for patients admitted with an acute medical condition to Rideout Hospital by:

- Sharing patient behavioral health history to include diagnosis, current prescribed medications, and any prior admissions to Psychiatric Hospital Facilities.
- Establishing case conferences to discuss patient transitions of care on a weekly basis.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter “MOU”) is effective as of August 1, 2017, by and between Fremont-Rideout Health Group, a California nonprofit public benefit corporation (hereafter “HOSPITAL”), and Sutter-Yuba Behavioral Health, a joint powers agency operated by the Counties of Sutter and Yuba and administered by the County of Sutter (hereafter “BEHAVIORAL HEALTH”), and sets forth the understanding of the psychiatric emergency services provided to patients at HOSPITAL.

RECITALS:

A. HOSPITAL and BEHAVIORAL HEALTH (hereafter collectively referred to as “parties”) desire to collaborate in the management and treatment of patients presenting with severe behavioral health needs through expedited treatment protocols; the activation of safety/support plans; resource mobilizations; and, other interventions as clinically appropriate.

B. BEHAVIORAL HEALTH is a Bi-County Behavioral Health Program operated jointly by the Counties of Sutter and Yuba and administered by Sutter County and has the responsibility of providing twenty-four (24) hour psychiatric emergency services to the community.

C. HOSPITAL is a nonprofit public benefit corporation that maintains and operates a twenty-four (24) hour emergency care facility.

HOSPITAL and BEHAVIORAL HEALTH agree as follows:

AGREEMENT

1. Scope of Services.

A. Duties of Hospital:

(i) Provide medical screening and medical clearance of psychiatric patients consistent with HOSPITAL’s policies and procedures and applicable laws.

(ii) Provide adequate space and supplies to enable BEHAVIORAL HEALTH to conduct assessments of psychiatric patients.

(iii) Care for and treat each patient’s medical conditions as indicated and consistent with physician orders until the patient’s discharge.
(iv) Provide tele-psychiatry services as appropriate, in accordance with patient's clinical condition and in collaboration with BEHAVIORAL HEALTH professionals and the Emergency Department physician.

(v) Provide any other services necessary to facilitate the appropriate care, disposition and placement of patient.

B. Duties of Behavioral Health:

(i) Provide BEHAVIORAL HEALTH professionals to HOSPITAL's Emergency Department on a 24/7/365 basis to assess and manage patients in HOSPITAL's Emergency Department that present with behavioral health needs.

(ii) BEHAVIORAL HEALTH professionals shall assess each patient in conjunction with HOSPITAL's procedure of medical screening and clearance.

(iii) During the BEHAVIORAL HEALTH assessment process, BEHAVIORAL HEALTH professionals shall do the following, while the patient remains the responsibility of the HOSPITAL and all decisions pertaining to discharge will be overseen by HOSPITAL:

(a) Assess and document the behavioral health needs of each patient and an appropriate referral shall be completed in accordance with the SYBH-Rideout Emergency Department (ROED) Procedure (attached hereto as Exhibit A and incorporated herein by this reference) in a medical record system that is independent of HOSPITAL's medical records;

(b) Consult with appropriate resources to determine treatment needs and appropriate placement of patients. Resources include tele-psychiatry services, on-site psychiatry services and other available County resources;

(c) Consult and provide ongoing behavioral health treatment support until patient disposition is determined; and

(d) Create a safety and support plan prior to rescission of involuntary hold/5150 application.

(iv) BEHAVIORAL HEALTH shall comply with HOSPITAL policies and regulations as applicable.

(v) BEHAVIORAL HEALTH professionals placed at HOSPITAL shall have requisite training and knowledge to provide the services consistent with Sutter County’s job specifications for said positions.
2. **Term.** Services under this MOU shall commence on August 1, 2017, and shall continue until June 30, 2019, or until this MOU is terminated by either party in accordance with the provisions of this MOU.

3. **Designated Representatives.** The Chief Executive Officer for the Fremont-Rideout Health Group is the representative of HOSPITAL and will administer this MOU for HOSPITAL. The Sutter County Health and Human Services Director is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

4. **Notice.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

   **If to HOSPITAL:**

   Gino Patrizio, CEO  
   Fremont-Rideout Health Group  
   989 Plumas Street  
   Yuba City, California 95991  

   **If to BEHAVIORAL HEALTH:**

   Tony Hobson, Ph.D.  
   Assistant Director of Health & Human Services, Behavioral Health  
   Sutter-Yuba Behavioral Health  
   1965 Live Oak Blvd, Suite A  
   Post Office Box 1520  
   Yuba City, California 95992-1520

5. **Separate and Distinct Entities.** It is understood and agreed, and is the specific intention of the parties hereto, that HOSPITAL and BEHAVIORAL HEALTH remain separate and distinct entities operated within the scope of their respective purposes and that nothing in this MOU is intended to, or shall, create an employer/employee relationship between the parties. Neither party shall that the right to, and shall not, control the manner or prescribe the method by which any services are performed herein and each party is entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder.

6. **Indemnity.** BEHAVIORAL HEALTH and HOSPITAL shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators,
agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

7. Insurance. Without limiting HOSPITAL's indemnification of BEHAVIORAL HEALTH, HOSPITAL shall provide and maintain at its own expense and keep if force during the term of this MOU, or as may be further required herein, the following insurance coverages and provisions:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than $1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

i. Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless BEHAVIORAL HEALTH for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes HOSPITAL's start of work (including subsequent policies purchased as renewals or replacements).
ii. If the policy is terminated for any reason during the term of this MOU, HOSPITAL shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this MOU and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

iii. If this MOU is terminated or not renewed, HOSPITAL shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two-year period, HOSPITAL shall purchase an extended reporting provision at least covering the balance of the two-year period to report claims arising from work performed in connection with this MOU or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

A. Name BEHAVIORAL HEALTH, members of the Board of Supervisors for the Counties of Sutter and Yuba, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

B. Be primary and non-contributory with respect to all obligations assumed by HOSPITAL pursuant to this MOU or any other services provided. Any insurance carried by BEHAVIORAL HEALTH shall not contribute to, or be excess of insurance maintained by HOSPITAL, nor in any way provide benefit to HOSPITAL, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

C. Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

D. Include a severability of interest clause and cross-liability coverage where BEHAVIORAL HEALTH is an additional insured.

E. Provide a waiver of subrogation in favor of BEHAVIORAL HEALTH, members of the Board of Supervisors of Sutter and Yuba Counties, its officers, agents and employees.

F. Provide defense in addition to limits of liability.

Upon execution of this MOU and each extension of the Term thereafter, HOSPITAL shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this MOU are maintained in force and that not less than thirty (30) days written notice shall be given to BEHAVIORAL HEALTH.
prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) BEHAVIORAL HEALTH’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. HOSPITAL shall also furnish BEHAVIORAL HEALTH with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to BEHAVIORAL HEALTH’s address as set forth in the Notices provision of this MOU.

All endorsements are to be received and approved by BEHAVIORAL HEALTH before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, HOSPITAL shall cause all of its subcontractors to maintain the insurance coverages specified in this Insurance section and name HOSPITAL as an additional insured on all such coverages. Evidence thereof shall be furnished as BEHAVIORAL HEALTH may reasonably request.

The coverage types and limits required pursuant to this MOU shall in no way limit the liability of HOSPITAL.

8. Reporting Requirements.

A. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.

B. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications.

9. Confidentiality. The parties agree that they and their respective employees shall abide by all state and federal laws regarding patient confidentiality, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, Welfare and Institutions Code Section 10850, Civil Code Sections 56 et seq., and Welfare and Institutions Code Sections 5328 et. seq.

10. HIPPA Business Associate Agreement.

HOSPITAL, as a Business Associate of BEHAVIORAL HEALTH, shall comply with, and assist BEHAVIORAL HEALTH in complying with, the privacy
requirements of the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Title 42, United States Code, section 1320d et seq. and its implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this section shall have the same meaning as those terms are used in the Privacy Rule.

If BEHAVIORAL HEALTH becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, BEHAVIORAL HEALTH will terminate the MOU, or if not feasible, report the problem to the Secretary of Health and Human Services (“HHS”).

A. Use and Disclosure of Protected Health Information

(i) Except as otherwise provided in this section, HOSPITAL may use or disclose protected health information (PHI) to perform functions, activities or services for or on behalf of BEHAVIORAL HEALTH, as specified in this MOU, provided that such use or disclosure would not violate the Privacy Rule if done by BEHAVIORAL HEALTH or the minimum necessary policies and procedures of BEHAVIORAL HEALTH.

(ii) Except as otherwise limited in this section, HOSPITAL may use and disclose PHI for the proper management and administration of the HOSPITAL or to carry out the legal responsibilities of the HOSPITAL, provided that disclosures are required by law, or HOSPITAL obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 HOSPITAL of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this section, HOSPITAL may use PHI to provide data aggregation services related to the health care operation of BEHAVIORAL HEALTH.

B. Further Disclosure of PHI: HOSPITAL shall not use or further disclose PHI other than as permitted or required by this section or required by law.

C. Safeguard of PHI: HOSPITAL shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this section.

D. Unauthorized Use or Disclosure of PHI: HOSPITAL shall report to BEHAVIORAL HEALTH any use or disclosure of PHI not provided for by this section.

E. Agents and Subcontractors of the HOSPITAL: HOSPITAL shall ensure that any agent, including a subcontractor, to which HOSPITAL provides PHI received from, or created or received by HOSPITAL on behalf of BEHAVIORAL HEALTH,
shall comply with the same restrictions and conditions that apply through this section to HOSPITAL with respect to such information.

F. Access to PHI: HOSPITAL shall provide access, at the request of BEHAVIORAL HEALTH, and in the time and manner designated by BEHAVIORAL HEALTH, to BEHAVIORAL HEALTH or, as directed by BEHAVIORAL HEALTH, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, section 164.524.

G. Amendment(s) to PHI: HOSPITAL shall make any amendment(s) to PHI in a designated record set that BEHAVIORAL HEALTH directs or at the request of BEHAVIORAL HEALTH or an individual, and in the time and manner designated by BEHAVIORAL HEALTH in accordance with Title 45 CFR, section 164.526.

H. Documentation of Uses and Disclosures: HOSPITAL shall document such disclosures of PHI and information related to such disclosures as would be required for BEHAVIORAL HEALTH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, section 164.528.

I. Accounting of Disclosure: HOSPITAL shall provide to BEHAVIORAL HEALTH or an individual, in the time and manner designated by BEHAVIORAL HEALTH, information collected in accordance with Title 45, CFR, section 164.528, to permit BEHAVIORAL HEALTH to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, section 164.528.

J. Security of Electronic Protected Health Information:

(i) HOSPITAL shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of BEHAVIORAL HEALTH as required by HIPAA.

(ii) HOSPITAL shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(iii) HOSPITAL shall report to BEHAVIORAL HEALTH any security incident of which it becomes aware.

K. Records Available to BEHAVIORAL HEALTH and Secretary of HHS: HOSPITAL shall make internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from BEHAVIORAL HEALTH, or created or received by HOSPITAL on behalf of BEHAVIORAL HEALTH, available to BEHAVIORAL HEALTH or to the Secretary of HHS for purposes of the Secretary
determining BEHAVIORAL HEALTH's compliance with the Privacy Rule, in the time and manner designated by BEHAVIORAL HEALTH or the Secretary of HHS.

L. Retention and Destruction of Information on MOU Termination:

(i) Upon termination of the agreement for any reason, HOSPITAL shall retain all PHI received from BEHAVIORAL HEALTH, or created or received by HOSPITAL on behalf of BEHAVIORAL HEALTH in a manner that complies with the Privacy Rules. This provision shall apply to PHI in possession of subcontractors or agents of HOSPITAL.

(ii) When the retention requirements on termination of the agreement have been met, HOSPITAL shall destroy all PHI received from BEHAVIORAL HEALTH, or created or received by HOSPITAL on behalf of BEHAVIORAL HEALTH. This provision shall apply to PHI in possession of subcontractors or agents of HOSPITAL. HOSPITAL, its agents or subcontractors shall retain no copies of the PHI.

(iii) In the event that HOSPITAL determines that destroying the PHI is not feasible, HOSPITAL shall provide BEHAVIORAL HEALTH notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, HOSPITAL shall extend the protections of this section to such PHI and limit further use and disclosures of such PHI for so long as HOSPITAL, or any of its agents or subcontractors, maintains such PHI.

M. Amendments to Section: The parties agree to take such action as is necessary to amend this section as necessary for BEHAVIORAL HEALTH to comply with the requirements of the Privacy rule and its implementing regulations.

N. Material Breach: If BEHAVIORAL HEALTH becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, BEHAVIORAL HEALTH will terminate the agreement, or if not feasible, report the problem to the Secretary of HHS.

O. Survival: The respective rights and obligations of HOSPITAL shall survive the termination of this agreement.

P. Interpretation: Any ambiguity in this section shall be resolved to permit BEHAVIORAL HEALTH to comply with the Privacy Rule.

11. Audit. BEHAVIORAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of HOSPITAL, the State of California, and the United States government.
12. **Termination.** Either party shall have the right to terminate this MOU at any time for any reason upon thirty (30) days advance written notice to the other party.

13. **Jurisdiction.** This MOU shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

14. **Compliance With Law.** The parties shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

15. **Conflict With Laws or Regulations/Severability.** This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases, the remainder of the MOU shall continue in full force and effect.

16. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted and this MOU shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the MOU shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this MOU, and any later changes which do not materially and substantially alter the positions of the Parties.

17. **Waivers.** Waiver of a breach or default under this MOU shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this MOU.

18. **Amendments.** Any amendments to this MOU shall be in writing and executed by both parties.

19. **Entire Agreement.** This MOU constitutes the entire agreement between the parties for the provision of services by HOSPITAL and BEHAVIORAL HEALTH and supersedes all prior oral and written agreements and communications.

20. **Successors and Assigns.** This MOU shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
21. **Construction.** This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this MOU.
EXHIBIT A
SYBH-ROED PROCEDURE

PURPOSE: To define the collaborative process of treating patients arriving at Rideout Emergency Department (ROED) on W&I 5150 or presenting on voluntary status with psychiatric/safety concerns and may potentially meet criteria for W&I 5150 hold. Defining the procedure may effectively:

1. Decrease length of stay in ROED.

2. Increase quality of patient care secondary to assessing patient and recommending clinical path, course of care as immediately as possible.

3. Decrease in unnecessary medical clearance procedures when Psychiatric Health Facility (PHF) admission criteria not present.

4. Expedite clinical care, support/safety planning that may result in clinical response that alleviates cause of patient ROED admit.

5. Decrease/avoidance of redundant processes.

6. Decrease in use of resources (medical, behavioral health, potential avoidance of PHF admission when clinically indicated).

7. Expedite treatment protocols, safety/support plan, assist patient with connection with community resources and other interventions as may be clinically indicated pursuant to patient presentation.

PROCEDURE:

A. PATIENT ARRIVES AT ROED ON W&I 5150 APPLICATION:

1. ROED staff informs Sutter-Yuba Behavioral Health (SYBH) staff of patient arrival.

2. SYBH staff conducts PES Assessment ASAP to determine tentative clinical path, either "Seek PHF Admission" or "Rescind 5150".
   a. If PES staff not immediately available:
      iii. SYBH or ROED staff contact JSA Tele-psychiatry (JSA) to schedule/initiate psychiatric assessment.
ii. During business hours between 11:00am and 2:00pm (or as available before 5:00 pm) SYBH may contact designated psychiatrist to initiate psychiatric assessment.

B. Medical Clearance:

1. When patient determined to be on “Seek PHF Admission” clinical path:
   a. SYBH staff will inform ROED staff of clinical path.
   
   b. Full medical clearance will be initiated as medical clearance is required by all receiving PHFs for consideration of admission.
   
   c. As soon as completed and obtained by ROED staff, medical clearance packet will be faxed to SYBH PES office, PES FAX NUMBER 530-751-2871.

2. When patient determined to be on “RESCIND 5150” clinical path:
   
   d. SYBH will inform ROED staff of clinical path.
   
   e. ROED attending physician determines medical workup as indicated by clinical presentation.
   
   f. As soon as completed and obtained by ROED staff, medical reports for labs ordered by ROED attending staff physician that may be relevant to SYBH disposition determination will be faxed to SYBH PES office, PES FAX NUMBER 530-751-2871.

C. PATIENT ARRIVES AT ROED VOLUNTARY LEGAL STATUS:

1. Upon request by ROED attending physician, SYBH will assess any patient on voluntary legal status to determine if patient meets W&I 5150 criteria.

   a. If patient MEETS for W&I 5150 criteria:
      
      i. SYBH or ROED attending physician writes 5150 document.
      
      ii. Author of 5150 advises patient of 5150 hold.
      
      iii. “SEEK PHF ADMISSION” clinical path initiated by SYBH.
   
   b. If patient DOES NOT MEET W&I 5150 criteria:
      
      i. Patient remains on voluntary status
      
      ii. SYBH initiates support/safety plan.
iii. SYBH informs ROED attending physician of disposition.

D. CONSULTATION

1. SYBH will work collaboratively and interchangeably with JSA Tele-psychiatry and SYBH staff psychiatrist as follows:
   a. When SYBH completes full assessment, SYBH will fax completed SYBH PES Assessment to JSA or have available for SYBH staff psychiatrist.
   b. SYBH consults with JSA or SYBH staff psychiatrist.
   c. JSA or SYBH staff psychiatrist may complete brief psychiatric assessment to avoid redundancy of information; data collection that has been previously obtained and documented by SYBH will be reviewed.
   d. When JSA or SYBH staff psychiatrist has completed a full assessment, SYBH may complete a PES (Psychiatric Emergency Services) Brief Assessment to avoid redundancy of information/data collection that has been previously obtained and documented by JSA or SYBH staff psychiatrist.

2. When it is determined by SYBH that patient meets criteria for PHF Admission, SYBH may follow clinical path for PHF admission without consultation with JSA or SYBH staff psychiatrist.

3. When SYBH is unable to clearly ascertain criteria to uphold or rescind 5150, SYBH will consult with JSA or SYBH staff psychiatrist.

   i. As soon as SYBH staff has determined the need for JSA Tele-psychiatry or SYBH staff psychiatrist consult needed, SYBH staff will contact JSA or SYBH staff psychiatrist directly to schedule appointment. There may be times SYBH may request ROED staff to schedule JSA appointment; ROED staff will call and schedule appointment with JSA as requested.

   ii. It is not necessary to have all labs, medical clearance packet prior to requesting JSA Tele-psychiatry appointment.

4. SYBH will consult with JSA or SYBH staff psychiatrist when disposition recommendation is to RESCIND 5150.

   i. As soon as SYBH staff has determined the need for JSA Tele-psychiatry or SYBH staff psychiatrist consult needed, SYBH staff will contact JSA or SYBH staff psychiatrist to schedule appointment.
5. According to contract with JSA, SYBH and JSA must agree on the final disposition determination. When SYBH and JSA agree on disposition to SEEK PHF ADMISSION:

   i. SYBH staff informs ROED Charge Nurse of disposition.
   ii. SYBH staff to request ROED staff to provide JSA report
   iii. SYBH secures available PHF bed.
   iv. Receiving facility completes Nurse-to-Nurse as applicable.
   v. SYBH obtains and documents confirmation of acceptance by receiving facility.
   vi. SYBH arranges transport to receiving facility.
   vii. SYBH informs ROED of transportation means and ETA of transporter; transport provided ONLY by SYBH Mental Health Worker in caged car or by Bi-County Ambulance (BCA). BCA transport requires prior authorization by SYBH PHF/PES Program Manager or SYBH PES Supervisor; SYBH staff will request authorization when clinically indicated.
   viii. SYBH provides copy of SYBH document entitled “ROED Disposition” to ROED Charge Nurse on duty.
   vii. Patient discharged from ROED to be transported to receiving facility upon arrival of transporter.

6. When JSA and SYBH agree on disposition to RESCIND 5150:

   i. SYBH informs ROED Charge Nurse of disposition.
   ii. SYBH activates established and documented Support/Safety Plan.
   iii. SYBH provides copy of SYBH document entitled “ROED Disposition”.
   iv. Patient discharged from ROED.

7. When JSA and SYBH do not agree on disposition SYBH staff will:

   a. Contact SYBH PES Supervisor, PHF/PES Program Manager, and/or (during business hours between 8:00am and 5:00pm) SYBH staff psychiatrist for consultation and determination of final disposition.
   b. SYBH will inform charge nurse of final disposition.
c. SYBH will follow steps of clinical path to “SEEK PHF ADMISSION” or “RESCIND 5150” pursuant to final disposition determination.

E. REASSESSMENT, CARRYOVERS, and CHANGE OF CLINICAL PATH

1. It is understood by SYBH and ROED that at any time during the process of presentation to ROED up to and until discharge from ROED, the patient may need to be reassessed, “carried over” and/or have the disposition determination changed.

   a. SYBH will reassess as needed and/or requested by PES Supervisor, PES/PHF Program Manager, SYBH staff Psychiatrist and/or JSA.

   b. SYBH will follow recommendation to “carryover” patient and reassess by PES Supervisor, PES/PHF Program Manager, SYBH staff psychiatrist, and/or JSA.

   c. At any time the disposition changes (for instance from “RESCIND 5150” to “SEEK PHF ADMISSION” or vice versa), SYBH and ROED will make the change and follow the procedural steps of the indicated clinical path.

   d. SYBH will inform ROED Charge Nurse of any change in clinical path.

   d. In the event patient is a “carryover” and has been determined to need psychiatric hospital admission ROED will fax updated vitals and nursing notes (daily) to PES office for inclusion in medical clearance packet that is sent to PHF for consideration for admission (information required by some receiving facilities).
HEALTH AND WELFARE COMMITTEE
Standing Committee Staff Report

To: Health and Welfare Committee
From: Nancy O’Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of Agreement with Placer County for Purchase of Bed Days on the Sutter Yuba Behavioral Health Psychiatric Health Facility for Fiscal Years 2018-19 and 2019-20

Background: This renewal Agreement allows Placer County to purchase bed days on the SYBH PHF as needed and when SYBH has available capacity as determined by clinical and administrative staff. When treatment capacity is available, the PHF can accommodate a daily census of 16 persons. It would be advantageous to operate the PHF with a greater number of patients filling the beds to help meet the overall costs of operation. The cost of a bed day on the PHF is $1,136.55; beds purchased by Placer County would be reimbursed at that rate.

Recommendation: It is recommended that the Board of Supervisors approve the Agreement with Placer County for the purchase of bed days on the Sutter-Yuba Behavioral Health (SYBH) Psychiatric Health Facility (PHF) for Fiscal Year 2018-19 and Fiscal Year 2019-20.

Prior Board Action: Your Board approved a similar Agreement with Placer County at its meeting of December 6, 2016.

Alternatives: Your Board could choose not to approve the Agreement. This would result in Placer County not being able to admit clients to the PHF.

Other Department or Agency Involvement: Sutter County Counsel has reviewed the Agreement.

Action Following Approval: The Chairman of the Board and the Health and Human Services Director will sign the Agreement.

Fiscal Impact: This Agreement could have impact on helping to cover the ongoing cost of operating the PHF by providing up to $120,000.00 additional revenue in Fiscal Years 2018-19 and 2019-20. In Fiscal Years 2016-17 and 2017-18 Placer County did not utilize our PHF services.

Respectfully Submitted,

s/ Nancy O’Hara
Director of Health & Human Services

Attachments:
1. Placer Co. SYBH PHF 2018-20 (revenue)
AGREEMENT WITH THE COUNTY OF PLACER FOR THE PROVISION OF
INPATIENT PSYCHIATRIC SERVICES
TO BE PROVIDED THROUGH SUTTER-YUBA BEHAVIORAL HEALTH

DESCRIPTION: Acute inpatient, psychiatric health facility services

CONTRACT NO.: CN001182

BEGINS: July 1, 2018

ENDS: June 30, 2020

ADMINISTERING AGENCY: Sutter-Yuba Behavioral Health

THIS AGREEMENT (Agreement) is made and entered into between the County of Placer, a political subdivision of the State of California, herein after called “COUNTY,” and Sutter-Yuba Behavioral Health, a joint powers authority, through the County of Sutter, a political subdivision of the State of California, hereinafter called “CONTRACTOR.” Sutter-Yuba Behavioral Health is operated by the County of Sutter and the County of Yuba through a joint powers agreement, and operates a Psychiatric Health Facility hereinafter called the “Facility,” the Sutter-Yuba Behavioral Health Psychiatric Health Facility located at 1965 Live Oak Blvd, Yuba City, CA.

WHEREAS, COUNTY is charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, CONTRACTOR has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance of mentally disordered persons,

NOW, THEREFORE, it is hereby mutually agreed by and between COUNTY and CONTRACTOR as follows:

1. Description of Services: CONTRACTOR shall provide psychiatric inpatient services at the Facility to residents of COUNTY over the age of 18 in conformance with all applicable federal and state statutes and regulations. Services will be provided, with prior authorization by COUNTY, to eligible persons with a mental disorder (hereinafter called “Patient(s)”) who may be either on voluntary or involuntary status. The length of stay of each Patient shall be determined by the CONTRACTOR’S professional staff, in coordination with COUNTY as indicated in Section 10 herein. CONTRACTOR shall provide, or shall arrange for, necessary emergency and non-elective ancillary medical services for a Patient as part of the inpatient treatment services.

If services required by Patients exceed CONTRACTOR’S capabilities, CONTRACTOR may utilize other facilities as mutually agreed upon by the CONTRACTOR’S Deputy Director of Clinical Services and COUNTY’S Director of Adult System of Care.

COUNTY staff will consult with CONTRACTOR’S staff prior to a Patient’s discharge to affect an appropriate placement. COUNTY shall be responsible for aftercare and placement of all
Patients covered by this Agreement upon their discharge from CONTRACTOR’S Facility or any subsequent placement facility including transportation from the Facility.

It is understood and agreed that only mentally disordered persons are to be admitted to the Facility pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of CONTRACTOR, are specifically excluded therefrom.

2. **Direction:** The services to be provided pursuant to this Agreement by CONTRACTOR for Patients shall be done with input from the COUNTY Director of Adult System of Care or his/her designee. CONTRACTOR shall render inpatient psychiatric services rendered to Patients admitted to the Facility in accordance with applicable state and federal laws and regulations. Documentation of services provided by CONTRACTOR for each Patient shall be available for review by COUNTY upon request.

3. **Patient Eligibility:** Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific admission procedures shall be mutually agreed upon by the CONTRACTOR’S Deputy Director of Clinical Services of and the COUNTY’S Director of Adult System of Care. Residency in COUNTY will be the basic requirement for eligibility for services. Transients referred by COUNTY on an emergency or involuntary status may also receive services through this Agreement.

4. **Cultural Competence:** CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements (CCPR), which establishes new standards and criteria for the entire County Behavioral Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

5. **Payments:** In consideration for CONTRACTOR providing inpatient psychiatric services to Patients pursuant to this Agreement, COUNTY shall pay CONTRACTOR at the rate of $1,136.55 per Patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: (a) all hospital costs including room and board, (b) medications, (c) psychiatrist’s time, (d) laboratory work, and (e) court costs. For Patients who are COUNTY Medi-Cal beneficiaries, the COUNTY will be charged the actual cost per day based on the cost report for the prior COUNTY Fiscal Year. (For the purposes of this Agreement, the COUNTY’S Fiscal Year and the CONTRACTOR’S Fiscal Year [hereinafter referred to as the “Fiscal Year”] commences on July 1 and ends on June 30 of the following calendar year.) If COUNTY wishes to pursue reimbursement from Medi-Cal, COUNTY must bill Medi-Cal directly for services rendered. Medi-Cal will not reimburse for room and board costs which are determined to be $20.76.
A. If it is determined, either before or after admission to the Facility, that a Patient has Medi-Cal eligibility in another county, it is the responsibility of the COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to the Facility. It is also the responsibility of the COUNTY to provide documentation of authorization from the responsible county to the CONTRACTOR, who will then bill the county of responsibility as defined above, for reimbursement.

B. Unless COUNTY has provided CONTRACTOR with documentation of authorization from another responsible county, COUNTY is responsible for payment in full for CONTRACTOR’S services regardless of a Patient’s county Medi-Cal eligibility or other insurance.

C. CONTRACTOR will not bill a Patient directly for any services, such as unmet share of cost, deductibles, etc.

D. Payments to CONTRACTOR by COUNTY shall be made within 45 days of receipt of correct and approved invoice and supporting documentation by COUNTY. CONTRACTOR shall submit invoices and supporting documentation to COUNTY within 30 days of the date of discharge of any Patient. CONTRACTOR shall submit with any invoice supporting documentation identifying: the Patient, service provider, type of service and requisite service code, date of service, and time of day and length of time of services.

E. For the term of this Agreement the annual cap amount, the amount not to be exceeded, will be $120,000 per Fiscal Year, for FY 2018-19 and FY 2019-20, or 105 bed days at the $1,136.55 per day bed rate.

6. Mental Health Cost Report: CONTRACTOR agrees to provide COUNTY with an annual cost report in accordance with State Department of Health Care Services requirements no later than October 31st for the preceding fiscal/contractual year.

7. Certification of Program Integrity: CONTRACTOR shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary Patient for whom the CONTRACTOR is submitting a claim for reimbursement, CONTRACTOR shall ensure the following:

A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Sutter-Yuba Behavioral Health and the State of California Department of Health Care Services, a copy of which will be provided to COUNTY by CONTRACTOR separately upon request.

B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

C. The services included in the claim were provided to the beneficiary.
D. Medical necessity was established for the beneficiary as defined in applicable statutes and regulations for the service or services provided, for the timeframe in which the services were provided. Days beyond the timeframe that is defined as medically necessary (“Administrative Days”) shall be reimbursed by COUNTY.

E. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Sutter-Yuba Behavioral Health and the Department of Health Care Services.

In addition, CONTRACTOR certifies that the following processes are in place:

F. Written policies, procedures, and standards of conduct that articulate CONTRACTOR’S commitment to comply with all applicable federal and state standards with respect to operation of the Facility.

G. The designation of a compliance officer and a compliance committee accountable to senior management.

H. Effective training and education for the compliance officer and CONTRACTOR’S employees, volunteers, and agents at the Facility.

I. Enforcement of standards through well-publicized disciplinary guidelines.

J. Provisions for internal monitoring and auditing.

K. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

L. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

8. **Term:** The term of this Agreement shall be from July 1, 2018 and shall expire June 30, 2020.

9. **Admissions Procedure:** CONTRACTOR agrees that only those Patients that COUNTY specifically refers to CONTRACTOR for placement in the Facility shall receive services pursuant to this agreement. COUNTY’S written request for admission constitutes authorization.

   COUNTY understands and accepts that Patients are encouraged and permitted to sign into the Facility as a voluntary patient when possible pursuant to subdivision (c) of section 5250 of the California Welfare & Institutions Code.

   All persons referred by COUNTY for admission to the Facility will be medically cleared for admission to a non-medical facility prior to admission to the Facility. This medical clearance will be provided directly or indirectly and payment arranged or provided by COUNTY. Criteria and requirements for medical clearance will be determined by CONTRACTOR. All transportation costs to and from the Facility for medical care and clearance are the responsibility of COUNTY.
CONTRACTOR shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

10. **Coordination of Care:** COUNTY and CONTRACTOR agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange Patient information as a unitary treatment program. COUNTY agrees to facilitate timely aftercare placement for Patients ready for discharge.

11. **Patient Records:** Active Patient records shall be maintained at the nursing station at the Facility. Closed records shall be maintained at a designated site, in accordance with all applicable laws and regulations.

Patient records shall be retained for 10 years or any further period that is required by law or regulation and until all federal or state audits are complete and exceptions resolved for this Agreement. Upon request, CONTRACTOR shall make these records available to authorized representatives of COUNTY, the State of California, and the United States Government. For the first two years after last discharge, the records shall be stored on site at the Facility. For the last eight years after last discharge, all records shall be stored in a secured off-site area selected by CONTRACTOR.

CONTRACTOR staff at the Facility shall have access within 24 hours to all appropriate COUNTY Patient records requested by CONTRACTOR staff. Records shall be available within 24 hours of request, weekends and COUNTY holidays excluded. COUNTY staff shall have access to all Facility records for any Patient, placed pursuant to this Agreement, who is (or was) under CONTRACTOR’S care at the Facility.

12. **Right to Audit:** CONTRACTOR agrees to extend to the COUNTY Director of Adult System of Care or designee, or auditors designated by COUNTY or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards Patients as well as the overall operation of CONTRACTOR’S programs at the Facility. CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

13. **Status of Contractor:** The parties hereto agree that CONTRACTOR, its agents, and employees, including its professional and non-professional staff, in the performance of this Agreement shall act in an independent capacity and not as officers, officials, employees, or agents of COUNTY. CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by CONTRACTOR pursuant to this Agreement.

14. **Conflict of Interest:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.
CONTRACTOR has an affirmative duty to disclose to COUNTY in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

15. **Indemnity:** COUNTY and CONTRACTOR shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, loses, damages, or expenses, including reasonable attorney’s fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that COUNTY and CONTRACTOR may have under law and/or this Agreement.

16. **Insurance:** CONTRACTOR and COUNTY are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers’ compensation liability through a self-insurance program during the performance of this Agreement, in conjunction with excess coverage through the California Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to COUNTY by CONTRACTOR and by CONTRACTOR to COUNTY upon request.

17. **Nondiscrimination:** CONTRACTOR agrees to comply with federal and state nondiscrimination and equal opportunity statutes and regulations.

During the performance of this Agreement,

A. CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONTRACTOR and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.

D. CONTRACTOR and its subcontractors shall give written notice of their obligations under this Section of this Agreement to labor organizations with which they have a collective bargaining or other agreement.
E. CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all agreements with subcontractors to perform work or services under this Agreement.

18. Assignment: Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

19. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both CONTRACTOR and COUNTY are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the normal course of COUNTY’S and CONTRACTOR’S businesses, they will adopt a proposed budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY and CONTRACTOR released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of COUNTY and CONTRACTOR, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either COUNTY’S or CONTRACTOR’S departments for which services were contracted to be performed pursuant to this Agreement, this Agreement may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

20. Default, Termination, and Cancellation:

A. Default:

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (Notice). If the party in default does not cure the default within 10 days of the date of Notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.
The Notice given under this Section of this Agreement shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the Time to Cure. No Notice shall be deemed a termination of this Agreement unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

B. **Ceasing Performance:** COUNTY or CONTRACTOR may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. **Termination without Cause:**

Either party shall have the right to terminate this Agreement without cause; any such termination will be effective 60 days after written notice. In the event of termination by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all services performed to the date of termination.

This Agreement may be terminated by either party, if the State of California Department of Health Care Services gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

21. **Amendments:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

22. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered or by personal delivery. Notices to CONTRACTOR shall be addressed/delivered as follows:

Psychiatric Health Facility Program Manager
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd
Yuba City, CA  95991

And to:

Deputy Director Clinical Services
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd.
Yuba City, CA  95591

or to such other location as the CONTRACTOR directs.

Notices to COUNTY shall be addressed/delivered as follows:
Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

or to such other location as the COUNTY directs.

23. **Rules and Laws:** CONTRACTOR and COUNTY agree to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

24. **Administrator:** The employee designated to administer this agreement for Sutter-Yuba Behavioral Health Services is the PHF Program Manager.

25. **HIPAA Compliance:** CONTRACTOR affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, “HIPAA”) and its implementing regulations relating to protecting the privacy and security of confidential health information. CONTRACTOR will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if COUNTY determines that CONTRACTOR violated a material term of the provisions of this Section of this Agreement. CONTRACTOR will ensure that any subcontractors’ agents receiving protected confidential health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

26. **Confidentiality and Patients’ Rights:** CONTRACTOR agrees to maintain a record of each Patient served pursuant to this Agreement. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information pertaining to discrete individual Patients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, CONTRACTOR shall comply with all applicable laws and regulations, state and federal, pertaining to patients’ rights (including, but not limited to section 5325 of the California Welfare and Institutions Code. CONTRACTOR and COUNTY further agree to hold the other harmless for any breach of confidentiality or breach of patients’ rights, as set forth in the indemnity provisions contained herein.

CONTRACTOR and COUNTY agree to maintain the confidentiality of Patient information and records as provided by applicable law and regulation; notwithstanding, professional records and COUNTY Patient information shall be interchangeable between CONTRACTOR

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**Attachment:** Placer Co. SYBH PHF 2018-20 (revenue) [Revision 1] (1161 : Placer Co PHF Bed Days Agreement)
and COUNTY to establish and support a high level of clinical services and continuity of care and aftercare services.

27. **Choice of Law**: The validity, enforceability, or interpretation of this Agreement shall be governed by the laws of the State of California. In the event that either COUNTY or CONTRACTOR deems it necessary to take legal action to enforce any provisions of this Agreement, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney’s fees and costs.

28. **Construction**: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF PLACER

Dated: ________________________

Jeffrey S. Brown, Director
Placer County Health and Human Services

APPROVED AS TO FORM:

Dated: ________________________

Office of Placer County Counsel

SUTTER COUNTY HEALTH AND HUMAN SERVICES

Dated: ________________________

Nancy O’Hara, Director

APPROVED AS TO FORM:

Dated: ________________________

Dan Flores, Chairman
Board of Supervisors

ATTEST:

Jean Jordan, Sutter County Counsel

Dated: ________________________

Donna Johnston
Clerk of the Board of Supervisors

By: ________________________

Deputy Clerk
HEALTH AND WELFARE COMMITTEE
Standing Committee Staff Report

To: Health and Welfare Committee
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of Agreement for Mental Health Rehabilitation Center Services and Institution for Mental Disease Services with Telecare Corporation for Fiscal Year 2018-19 Not to Exceed $450,000

Recommendation: It is recommended that the Board of Supervisors approve the Agreement for Mental Health Rehabilitation Center Services and Institution for Mental Disease Services with Telecare Corporation for Fiscal Year 2018-19 not to exceed $450,000.

Background: This is the renewal of an existing Agreement to provide adult clients, over the age of 18, which are referred by Sutter-Yuba Behavioral Health (SYBH), with 24-hour care in a Mental Health Rehabilitation Center (MHRC) / Institution for Mental Disease Facility (IMD) operated by the Telecare Corporation. Telecare Corporation has many facilities that SYBH uses. The facilities will take clients that are difficult to place. The maximum amount payable under this Agreement is $450,000 which is the same maximum set for prior year Agreements. Bed day costs differ depending on which facility is being used. Villa Fairmont Classic is $412 per day, Villa Fairmont Flex is $453 per day, and Garfield Neuro-Behavioral is $255.79 per day. Enhanced Services Add-on rates will be negotiated on a per-client basis (depending on the assessed need) within the range provided for escort service or one-to-one service. The need for continuing Enhanced Services will be re-assessed on at least a quarterly basis throughout the individual’s stay.

Prior Board Action: The Board previously approved Agreements with the Telecare Corporation on March 24, 2015 and on December 19, 2017.

Board Alternatives: The Board could direct staff to try to find another facility that will accept these difficult-to-place clients with behavioral issues. This alternative is not recommended.

Other Department and/or Agency Involvement: Sutter County Counsel has reviewed the Agreement.

Action Following Approval: The Chairman of the Board and the Director of Health and Human Services will sign the Agreement.

Fiscal Impact: This proposal has no impact on the County General Fund. The cost to the Behavioral Health Fund depends on the extent to which the Telecare Corporation is actually utilized during the term of the Agreement, but will not exceed $450,000 annually. Sufficient funds are included in the FY 2018-19 Recommended Budget for Behavioral Health (4-102) to cover the cost of this Agreement.

Respectfully Submitted,

s/ Nancy O'Hara
Director of Health & Human Services

Deirdre Schultz 10/16/2018

Attachments:
1. Telecare (Villa Fairmont, Garfield) MHRC-IMD 2018-19
AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES

This Agreement for Mental Health Rehabilitation Center (MHRC), Institution for Mental Disease (IMD), and Skilled Nursing Facility (SNF) Services ("AGREEMENT"), effective July 1, 2018, is made and entered into by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the Counties of Sutter and Yuba (hereinafter referred to as "BEHAVIORAL HEALTH"), and Telecare Corporation, (hereinafter referred to as "CONTRACTOR"), whose business address is 1080 Marina Village Parkway, Suite 100, Alameda, California 94501.

1. TERM: The term of this AGREEMENT is July 1, 2018 to June 30, 2019 unless terminated by either party in accordance with the provisions of this AGREEMENT.

2. FACILITY ACCESS: CONTRACTOR shall provide BEHAVIORAL HEALTH with access to beds at CONTRACTOR’S facility ("Facility").

   It is BEHAVIORAL HEALTH’S intent to utilize beds at the Facility. BEHAVIORAL HEALTH may have access to additional beds provided that such additional beds are available for use. BEHAVIORAL HEALTH may also have access to beds at additional facilities, operated by CONTRACTOR, provided additional beds are available.

   CONTRACTOR shall provide 24-hour staffing and total patient care at the Facility. The services provided pursuant to this AGREEMENT shall be provided in an area that is physically identifiable from other areas where services are provided. Such services shall include but not be limited to, those program services outlined in Exhibit A, attached hereto and incorporated herein by reference ("Services").

   In addition to the above Services, CONTRACTOR and BEHAVIORAL HEALTH shall develop a service plan for each patient. Such plan shall utilize treatment resources available to CONTRACTOR.

3. ADMISSION POLICIES: CONTRACTOR shall accept for Services under this AGREEMENT only those patients referred from BEHAVIORAL HEALTH’S Branch Director ("Branch Director"), or designee, who are adults between the ages of 18 and 64 and for whom an authorization compliant with Exhibit B, attached hereto and incorporated herein by reference, has been provided. CONTRACTOR may accept patients referred by BEHAVIORAL HEALTH who are not between the ages of 18 and 64; however, these clients will not be considered as a part of the Services required nor payment as outlined by this AGREEMENT.

   If any patient referred to CONTRACTOR by BEHAVIORAL HEALTH is denied admission, CONTRACTOR shall immediately notify Branch Director, or designee, of the denial and of the reason or reasons for the denial.
BEHAVIORAL HEALTH agrees that resident’s Medi-Cal codes remain within their county of origin throughout their stay at CONTRACTOR’S facility and agrees not to recode resident’s Medi-Cal county codes to Alameda County and to ensure that rapid corrections are made should a Medi-Cal number be recoded in any manner to Alameda County.

BEHAVIORAL HEALTH shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to CONTRACTOR’S Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) BEHAVIORAL HEALTH will pay the daily rate equivalent to that time.

Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon. CONTRACTOR strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48 – hour bed hold, unless it is determined that the client will not be returning to the facility.

4. NONDISCRIMINATION: In the performance of the work authorized under this contract, CONTRACTOR shall not employ discriminatory practices in the admission of patients, assignment of accommodations, employment of personnel, or in any other respect on the basis of sex, race, color, religion, national origin, ancestry or physical or mental handicap. CONTRACTOR agrees to maintain adequate knowledge and skills to work effectively with a multicultural population.

5. RECORDS AND AUDIT: CONTRACTOR agrees to maintain accurate books and accounting records as required by BEHAVIORAL HEALTH. Such books and accounting records shall be open to inspection by State, Federal and local auditors at any reasonable time. CONTRACTOR further agrees to maintain and prepare reports as required by BEHAVIORAL HEALTH. CONTRACTOR shall retain financial records for at least ten (10) years and make them available to audit upon request of either, or both, BEHAVIORAL HEALTH or the State of California. CONTRACTOR shall submit a year-end program summary.

6. PATIENT RECORDS/CONFIDENTIALITY: Clinical records of each patient shall be the property of CONTRACTOR and shall be kept at least ten (10) years or until audit findings are resolved. All such records shall be considered confidential patient records in accordance with California Welfare and Institutions Code, Section 5328, and the Health Insurance Portability and Accountability Act regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by Director or the State Department of Health Care Services or its designee, and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967, as amended.

7. MONITORING: CONTRACTOR agrees to extend to Branch Director
or designee and to the State Department of Health Care Services or its designees, the right to review and monitor all records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR’S programs in order to ensure compliance with the terms and conditions of this AGREEMENT.

8. COMPENSATION FOR SERVICES: Payment shall be made to CONTRACTOR for the number of days of Services provided under this AGREEMENT pursuant to the following conditions and terms:

CONTRACTOR shall submit to BEHAVIORAL HEALTH a single written statement incorporating all use of CONTRACTOR’S Facility by the 10th day of each month following the month in which the Services were provided. The statement shall contain the minimum information for each patient billed as specified in Exhibit C, attached hereto and incorporated herein by reference.

BEHAVIORAL HEALTH shall, no later than 15 days following the receipt of the abovementioned statement, reimburse CONTRACTOR at the rates for Services as set forth in Exhibit G, attached hereto and incorporated by reference.

For Fiscal Year 2018-19, the total annual reimbursement by BEHAVIORAL HEALTH for Services rendered by CONTRACTOR under the terms of this AGREEMENT shall not exceed:

FOUR HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00)

9. RECORDS – ACCOUNTING:

(a) CONTRACTOR shall maintain adequate records. Such records shall contain the data necessary for reporting to BEHAVIORAL HEALTH and the State Department of Health Care Services. Individual records shall contain intake information, interviews and progress notes. Program records shall contain enough detail for evaluation of services. CONTRACTOR shall provide quarterly and annual program reports to BEHAVIORAL HEALTH in the format determined by Branch Director.

(b) CONTRACTOR shall maintain financial records that clearly reflect the cost of each type of service. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services. CONTRACTOR shall provide Branch Director an annual audit prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the audit report shall be submitted to Branch Director within ninety (90) days of the close of BEHAVIORAL HEALTH’S fiscal year or termination of this AGREEMENT.

(c) CONTRACTOR’S records which shall include but not be limited to, accounting records, subcontract files, correspondence, change order files, and any
other supporting evidence necessary to substantiate charges relating to this contract (all
the foregoing are hereinafter referred to as "records"), shall be open to inspection and
subject to audit and/or reproduction, during normal working hours, by BEHAVIORAL
HEALTH and/or State agents or their authorized representatives to the extent
necessary to adequately permit evaluation and verification of any invoices, payments, or
claims submitted by the CONTRACTOR or any of his payees pursuant to the execution
of this AGREEMENT. For the purpose of such audits, inspections, examinations and
evaluations BEHAVIORAL HEALTH'S agent or authorized representative shall have
access to said records from the effective date of this AGREEMENT, for the duration of
the work and until seven (7) years after the date of final payment by BEHAVIORAL
HEALTH to CONTRACTOR pursuant to this AGREEMENT.

This section shall survive the expiration or termination of this AGREEMENT.

10. OWNERSHIP: CONTRACTOR shall provide written verification of
compliance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.101
and 455.104. This verification will be provided to BEHAVIORAL HEALTH by December
31 of each year and when prescribed below.

(a) Who must provide disclosures: The Medi-Cal agency must obtain disclosures
from disclosing entities, fiscal agents, and managed care entities.

(b) What disclosures must be provided: The Medi-Cal agency must require that
disclosing entities, fiscal agents, and managed care entities provide the following
disclosures:

(1) The name and address of any person (individual or corporation) with
an ownership or control interest in the disclosing entity, fiscal agent, or managed care
entity. The address for corporate entities must include as applicable primary business
address, every business location, and P.O. Box address.

(2) Date of birth and Social Security Number (in the case of an individual).

(3) Other tax identification number (in the case of a corporation) with an
ownership or control interest in the disclosing entity (or fiscal agent or managed care
entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed
care entity) has a 5 percent or more interest.

(4) Whether the person (individual or corporation) with an ownership or
control interest in the disclosing entity (or fiscal agent or managed care entity) is related
to another person with ownership or control interest in the disclosing entity as a spouse,
parent, child, or sibling; or whether the person (individual or corporation) with an
ownership or control interest in any subcontractor in which the disclosing entity (or fiscal
agent or managed care entity) has a 5 percent or more interest is related to another
person with ownership or control interest in the disclosing entity as a spouse, parent,
child, or sibling.
(5) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

(6) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided:

(1) Disclosures from providers or disclosing entities: Disclosure from any provider or disclosing entity is due at any of the following times:
   i. Upon the provider or disclosing entity submitting the provider application.
   ii. Upon the provider or disclosing entity executing the provider agreement.
   iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under 42 CFR 455.414.
   iv. Within 35 days after any change in ownership of the disclosing entity.

(2) Disclosures from fiscal agents: Disclosures from fiscal agents are due at any of the following times:
   i. Upon the fiscal agent submitting the proposal in accordance with the State’s procurement process.
   ii. Upon the fiscal agent executing the contract with the State.
   iii. Upon renewal or extension of the contract.
   iv. Within 35 days after any change in ownership of the fiscal agent.

(3) Disclosures from managed care entities: Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
   i. Upon the managed care entity submitting the proposal in accordance with the State’s procurement process.
   ii. Upon the managed care entity executing the contract with the State.
   iii. Upon renewal or extension of the contract.
   iv. Within 35 days after any change in ownership of the managed care entity.

(4) Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of 42 CFR 455.104.

(d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.

(e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to
disclose ownership or control information as required by this section.

(f) CONTRACTOR shall consent to criminal background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider per 42 CFR 455.434(a)

(g) CONTRACTOR shall require providers, or any person with five (5) percent or more direct or indirect ownership interest in the organization to submit a set of fingerprints per 42 CFR 455.434(b)(1).

11. AUDIT EXCEPTIONS:

(a) In order to maximize BEHAVIORAL HEALTH resources, BEHAVIORAL HEALTH and CONTRACTOR will endeavor to bill for and collect all appropriate Services. In the event that an audit (state or county) results in disallowances CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this AGREEMENT. CONTRACTOR also agrees to accept financial responsibility for any audit exceptions; to the extent such are attributable to the CONTRACTOR’S failure to perform properly any of its obligations under this AGREEMENT.

(b) BEHAVIORAL HEALTH agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this AGREEMENT. BEHAVIORAL HEALTH also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to BEHAVIORAL HEALTH’S failure to perform properly any of its obligations under this AGREEMENT, including billing errors in Med-Cal claims processing.

12. INDEMNIFICATION:

(a) CONTRACTOR shall indemnify, defend, and hold harmless BEHAVIORAL HEALTH, Sutter County and Yuba County and their officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from CONTRACTOR’S acts or omissions while performing under this AGREEMENT. CONTRACTOR’S obligations under this section cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including BEHAVIORAL HEALTH’S, Counties’ and CONTRACTOR’S officers, employees and agents) and from damage to or destruction of any property (including BEHAVIORAL HEALTH’S, Counties’ and CONTRACTOR’S real and personal property).
(b) BEHAVIORAL HEALTH shall indemnify, defend and hold harmless CONTRACTOR and its officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from BEHAVIORAL HEALTH’S acts or omissions while performing under this AGREEMENT. BEHAVIORAL HEALTH ‘s obligations under this section cover, but are not limited to liabilities, claims, demands, damages and costs arising from injury to, or death of, any persons (including BEHAVIORAL HEALTH’S, Counties’ and CONTRACTOR’S officers, employees, and agents) and from damage to, or destruction of, any property (including BEHAVIORAL HEALTH ’s, Counties and CONTRACTOR’S real or personal property).

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION:

CONTRACTOR will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the Services to be provided pursuant to this AGREEMENT. CONTRACTOR and County shall comply with the Health Insurance Portability and Accountability Act and all regulations adopted to enforce the same.

14. FEDERAL HEALTHCARE COMPLIANCE PROGRAM:

(a) In entering into this AGREEMENT, CONTRACTOR acknowledges BEHAVIORAL HEALTH’S Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered “Covered Individuals” to comply with all policies and procedures of the Compliance Program including, without limitation, Sutter County Department of Health and Human Services’ Code of Conduct (“Code of Conduct”), attached hereto as Exhibit E and incorporated herein by reference. “Covered Individuals” are defined as employees of CONTRACTOR with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which BEHAVIORAL HEALTH seeks reimbursement from the Federal Healthcare programs.

(b) CONTRACTOR agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by BEHAVIORAL HEALTH and/or Office of Inspector General [OIG]) a signed certification from the Compliance Officer certifying that covered individual have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. CONTRACTOR will submit the signed certifications to BEHAVIORAL HEALTH’S Compliance Officer within thirty (30) days after the effective date of this AGREEMENT for all employees.

(c) As required by the BEHAVIORAL HEALTH’S Program for Compliance with Federal Healthcare Programs, CONTRACTOR agrees that all of its employees who are Covered Individuals, both current and newly-hired, will, on an annual basis, review the Code of Conduct provided by the BEHAVIORAL HEALTH’S Compliance Officer.
(d) CONTRACTOR shall not enter into an agreement with any contractor who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.

15. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, and keep in force during the term of this AGREEMENT, the following insurance coverages:

Workers’ Compensation Insurance with statutory limits as required by the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless BEHAVIORAL HEALTH for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes CONTRACTOR’S start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this AGREEMENT, CONTRACTOR shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this AGREEMENT and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this AGREEMENT is terminated or not renewed, CONTRACTOR shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than
two years there from. If that policy is terminated for any reason during the two year period, CONTRACTOR shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this AGREEMENT or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name BEHAVIORAL HEALTH, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, Yuba County, members of the Board of Supervisors of Yuba County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by CONTRACTOR pursuant to this AGREEMENT or any other services provided. Any insurance carried by BEHAVIORAL HEALTH shall not contribute to, or be excess of insurance maintained by CONTRACTOR, nor in any way provide benefit to CONTRACTOR, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."

(iv) Include a severability of interest clause and cross-liability coverage where BEHAVIORAL HEALTH is an additional insured.

(v) Provide a waiver of subrogation in favor of BEHAVIORAL HEALTH, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, Yuba County, members of the Board of Supervisors of Yuba County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.

Upon execution of this AGREEMENT and each extension of the Term thereafter, CONTRACTOR shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this AGREEMENT are maintained in force and that not less than 30 days written notice shall be given to BEHAVIORAL HEALTH prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) BEHAVIORAL HEALTH'S additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. CONTRACTOR shall also furnish BEHAVIORAL HEALTH with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person.
authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to BEHAVIORAL HEALTH ’s address as set forth in the Notices provision of this AGREEMENT.

All endorsements are to be received and approved by BEHAVIORAL HEALTH before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, CONTRACTOR shall cause all its Subcontractors to maintain the insurance coverages specified in this Insurance section and name CONTRACTOR as an additional insured on all such coverages. Evidence thereof shall be furnished as BEHAVIORAL HEALTH may reasonably request.

The coverage types and limits required pursuant to this AGREEMENT shall in no way limit the liability of CONTRACTOR.

16. TERMINATION:

(a) This AGREEMENT may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party.

(b) This AGREEMENT shall be terminated concurrently with any written notice to CONTRACTOR or BEHAVIORAL HEALTH of the determination by the State Department of Health Care Services regarding staffing or services resulting in the loss of reimbursement to BEHAVIORAL HEALTH for contract expenditures to CONTRACTOR as provided by law.

17. LICENSURE:

(a) If licenses are required for operation of the facilities covered under this AGREEMENT, CONTRACTOR agrees to seek and maintain licensure for any and all facilities at all times during the duration of this AGREEMENT. Prior to entering into the AGREEMENT, CONTRACTOR will demonstrate to BEHAVIORAL HEALTH that appropriate licensure has been received or that no licensure is required. This will be demonstrated by sending copies of appropriate licenses to BEHAVIORAL HEALTH, P.O. Box 1520, Yuba City, California 95992.

(b) CONTRACTOR shall monitor and verify provider eligibility.

(1) CONTRACTOR shall ensure that a process is in place to verify new and current (prior to contracting/employing, and monthly thereafter) providers and contractors are not on the Office Inspector General List of Excluded Individuals/Entities, the DHCS Medi-Cal List of Suspended or Ineligible Providers, the Excluded Parties List System/System Award Management database, and the Social Security Administration’s Death Master File.
(2) CONTRACTOR shall ensure that a process is in place to verify the accuracy of the new and current providers and contractors in the National and Provider Enumeration System.

(3) CONTRACTOR shall have a mechanism in place to take appropriate corrective action when an excluded provider/contractor is identified.

(4) CONTRACTOR shall monitor providers' licenses for expiration and limitations.

(5) CONTRACTOR shall verify that all ordering, rendering and referring providers have a current National Provider Identifier (NPI) number.

(c) CONTRACTOR shall notify BEHAVIORAL HEALTH immediately of any restrictions, suspensions, or revocation of any of Contractor's licenses, certificates or qualifications, or of CONTRACTOR'S ability to bill and receive reimbursement from Medicare or Medi-Cal.

(d) CONTRACTOR shall also notify BEHAVIORAL HEALTH immediately of any malpractice actions, disciplinary proceedings, or ethical inquiries instituted against or involving CONTRACTOR. CONTRACTOR certifies that is has not been listed by a State or Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs and shall notify BEHAVIORAL HEALTH immediately in the event such exclusion takes place.

(e) CONTRACTOR agrees to comply with the DHCS’s site certification protocol conducted by BEHAVIORAL HEALTH on a triennial basis.

(f) CONTRACTOR shall provide BEHAVIORAL HEALTH with a monthly report that confirms that no employees are listed by any State or Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs through the following reporting agencies and must maintain the records of the monthly check until settlement of DHCS Cost Report Audit with BEHAVIORAL HEALTH.

<table>
<thead>
<tr>
<th>Medi-Cal Exclusionary List</th>
<th><a href="http://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a></th>
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</thead>
<tbody>
<tr>
<td>Office of Inspector General</td>
<td>exclusions.oig.hhs.gov</td>
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<tr>
<td>Department Board of Pharmacology</td>
<td>www2.dca.ca.gov</td>
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<tr>
<td>Board of Behavioral Sciences</td>
<td><a href="http://www.bbs.ca.gov">www.bbs.ca.gov</a></td>
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<tr>
<td>Board of Vocational Nursing &amp; Psychiatric Technicians</td>
<td><a href="http://www.bvnpt.ca.gov">www.bvnpt.ca.gov</a></td>
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<tr>
<td>Physician Assistant Board</td>
<td><a href="http://www.pac.ca.gov">www.pac.ca.gov</a></td>
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<tr>
<td>Medical Board of California</td>
<td><a href="http://www.mbc.ca.gov">www.mbc.ca.gov</a></td>
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<tr>
<td>System for Award Management</td>
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<td>Board of Psychology</td>
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<tr>
<td>Board of Registered Nursing</td>
<td><a href="http://www.m.ca.gov">www.m.ca.gov</a></td>
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</table>
18. INDEPENDENT CONTRACTOR:

(a) It is understood and agreed, and is the intention of the parties hereto, that CONTRACTOR is an independent contractor, and not the employee or agent of BEHAVIORAL HEALTH for any purpose whatsoever. BEHAVIORAL HEALTH shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by CONTRACTOR herein. CONTRACTOR shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. CONTRACTOR shall have no claim under this AGREEMENT or otherwise against BEHAVIORAL HEALTH for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that BEHAVIORAL HEALTH shall not withhold from CONTRACTOR’S compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and CONTRACTOR is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this AGREEMENT. The CONTRACTOR shall inform all persons who perform any services pursuant to this AGREEMENT of the provisions of this section.

(b) In the event that CONTRACTOR’S activities under this AGREEMENT, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, CONTRACTOR agrees to indemnify BEHAVIORAL HEALTH and hold BEHAVIORAL HEALTH harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which BEHAVIORAL HEALTH may be assessed by such state or federal agency for failing to withhold from the compensation paid to CONTRACTOR under this AGREEMENT any amount which may have been required to be withheld by law.

19. ASSIGNMENT PROHIBITED: Neither party shall assign this AGREEMENT or any interest herein without written consent of the other party.

20. NOTICE: Any and all notices required to be given under this AGREEMENT shall be given personally, by first class postage prepaid U.S. mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

BEHAVIORAL HEALTH:
Sutter-Yuba Behavioral Health
1965 Live Oak Boulevard, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520
21. **EFFECTIVE WAIVER:** The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition of this AGREEMENT.

22. **PRIOR APPROVAL REQUIRED:** Notwithstanding any provision of this AGREEMENT, this AGREEMENT shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided.

23. **JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for County of Sutter.

24. **ENTIRE AGREEMENT:** This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever.

25. **AMENDMENTS:** This AGREEMENT may be modified at any time only by a written agreement executed by all of the then parties to this AGREEMENT.

26. **AMERICANS WITH DISABILITIES ACT (ADA):** Requirements under the ADA Voluntary Agreement require that counties and their contract providers of adult residential drug and alcohol services that are recipients of any Department of Health and Human Services (federal) financial assistance meet the following requirements with which CONTRACTOR will comply:

   (a) Residential drug and alcohol provider services must be accessible to the mobility impaired or CONTRACTOR must provide a description of the referral mechanism for residential alcohol and drug service facilities that currently do not accept non-ambulatory clients.

   (b) **ADA STIPULATIONS AND TIMELINE:**

   New contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may not receive federal funding unless the contractor’s service delivery system is accessible in its entirety to non-ambulatory clients. This means essentially equivalent services must be provided to the non-ambulatory client within...
"that" provider's service system.

(c) Existing contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may receive federal funding as long as their services are accessible in their entirety to the non-ambulatory client by December 31, 1995. However, a condition of county/provider contracts must include an effective method of referral to an alternate accessible facility within the service area prior to December 31, 1995.

(d) New or existing contractors with less than fifteen employees must have an effective method of referral to an alternative accessible drug or alcohol program within the service area in the event they are unable to provide services on site to the non-ambulatory client eligible for drug or alcohol services, or they may not receive federal funding.

27. CULTURAL COMPETENCY: Yuba County has approximately 73,439 people. Of this total 5.0% are Laotian (Hmong speaking), and 17.2% are Spanish speaking. Sutter County has approximately 95,851 people. Of this total 21.2% are Spanish speaking and 6.5% are Punjabi speaking. These figures are based on the most recent census data.

CONTRACTOR will demonstrate continuing responsiveness to, understanding of, and respect for the individual's culture and language. CONTRACTOR shall provide Services in the individual's preferred language whenever possible. CONTRACTOR shall provide interpreters for monolingual individuals as needed. CONTRACTOR shall accommodate the hearing and visually impaired as required by law. Any materials and forms available to the individual shall be linguistically appropriate. CONTRACTOR shall make every effort to serve the special populations in the Bi-County area. CONTRACTOR will report to BEHAVIORAL HEALTH information relating to cultural competency activities and trainings, as well as the staff linguistic and cultural diversity on an annual basis.

28. MEDI-CAL PROBLEM RESOLUTION:

(a) Provider Problem Resolution

(1) The CONTRACTOR has the right to access the appeal process at any time before, during, or after the Medi-Cal Problem Resolution process has begun, when the complaint concerns a denial or modified request for BEHAVIORAL HEALTH payment authorization, or the processing or payment of a CONTRACTOR’S claim to BEHAVIORAL HEALTH. The resolution process, as set forth in this section, is done so in compliance with California Administrative Code, Title 9, Sections 1850.305 through 1850.350, and shall apply only to the payment for services rendered as part of the Medi-Cal Specialty Behavioral Health Services program as set forth in California Administrative Code, Title 9, Division 1, Chapter 11.
Nothing in this AGREEMENT shall operate to relieve any party from complying with the requirements of the Government Claims Act (California Government Code Section 900, et seq.).

i. CONTRACTOR may call the following numbers to speak with someone to resolve its complaint:
   - Quality Assurance Officer (530) 822-7200 Ext.2274
   - Provider Relations (530) 822-7200 Ext.2292

ii. If the CONTRACTOR is unable to resolve its complaint through the informal process it may request a formal Medi-Cal Provider Appeal in writing to:

   Sutter-Yuba Behavioral Health Plan
   Attention: Provider Appeals
   P.O. Box 1520
   1965 Live Oak Boulevard, Suite A
   Yuba City, California 95991
   Telephone: (530) 822-7200
   Fax: (530) 822-7108

iii. DHCS Medi-Cal Appeals may be filed when denial or modification of a BEHAVIORAL HEALTH payment authorization request for specialty mental health services are denied in full or in part by BEHAVIORAL HEALTH on the basis that the CONTRACTOR did not comply with the required timeliness for notification or submission of payment request, medical necessity criteria not met or administrative day requirements not met. The appeal must be submitted in writing, along with supporting documentation, within 30 calendar days from the date of BEHAVIORAL HEALTH’S written decision of denial to:

   Department of Health Care Services
   Utilization Management Division
   1501 Capitol Avenue MS-4505
   Sacramento, CA. 95899-7419

(b) Beneficiary Problem Resolution

(1) CONTRACTOR shall inform BEHAVIORAL HEALTH of any grievances or appeals involving clients of BEHAVIORAL HEALTH who are receiving treatment at CONTRACTOR’S Facility. CONTRACTOR shall display the Problem Resolution Process, attached hereto as Exhibit D, incorporated herein by reference, in order to inform client of said process. CONTRACTOR shall report any grievances or appeals with resolution to BEHAVIORAL HEALTH each calendar quarter.
(2) The Medi-Cal beneficiary has the right to file for a State Fair Hearing at any time before, during or after the appeal process, or within 90 days after notification of an action.

   i. State Fair Hearings may be filed by calling toll free, 1-800-952-5253 or TDD 1-800-952-8349 for hearing impaired, or in writing mailed to:
      State Hearings Division
      California Department of Social Services
      P. O. Box 944243, Mail Station 19-37
      Sacramento, California 94244-2430

   ii. Beneficiary may receive assistance in filing a grievance, appeal or State Fair Hearing from:
      Behavioral Health Deputy Director for Clinical Services (530) 822-7200
      Quality Improvement Program Planner (530) 822-7200
      Patient Rights Advocate (530) 623-3202
      Toll Free: 1-800-923-3800
      TTY-CRS 1-800-735-2929

   iii. Beneficiary may authorize a person of his/her choice to act in his/her behalf at any time during the grievance, appeals or State Fair Hearing process.

   iv. Beneficiary has the right to request continuation of benefits during the State Fair Hearing process.

29. **CONSTRUCTION:** This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address or interpret any uncertainty.
IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT as of the dates of their signatures.

Sutter County Health and Human Services

By: ______________________________ Date: ____________________
   Nancy O’ Hara, Director

Telecare Corporation

By: ______________________________ Date: ____________________
   Authorized Signature

SUTTER COUNTY BOARD OF SUPERVISORS

By: ______________________________ Date: ____________________
   Chairman

ATTEST

APPROVED AS TO FORM

By: ______________________________ By: ____________________
   Clerk                                Sutter County Counsel

Exhibits
Exhibit A – MHRC/IMD Services to be Provided
Exhibit B – Authorization to Admit Clients
Exhibit C – Monthly MHRCs and IMD Billing Statement Information
Exhibit D – Problem Resolution Process
Exhibit E – Code of Conduct
Exhibit F – Conflict of Interest and Ownership/Control Attestation for Contractors
Exhibit G – Rates
EXHIBIT A

MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES TO BE PROVIDED

1. SERVICES

Contractor shall provide a broad range of services in a niche, structured environment focused on each resident’s specific needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident’s lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services shall be developed each month outlining daily routines and opportunities. In addition, Contractor shall develop an Individual Program Plan for each resident to target specific independent living skills and goals. The Individual Program Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan. Contractor shall:

A. Provide room and board.
B. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
C. Provide organized, educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and illicit substance use awareness.
D. Ensure that each resident is given the opportunity to attend and participate in community activities including, but not limited to, local worship services and activities, and community activities and events (i.e., ball games, dances, plays).
E. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
F. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.
G. Establish peer and family support to promote proactive roles within the facility as well as with family.
H. Provided organized recreation events and community outings to help each resident with the development of leisure skills and improve social functioning.
I. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
J. Assist each resident with his/her medication regimen and communications with the psychiatrist.
K. Assist each resident in the development of personal hygiene, grooming, dressing, and household living skills.
L. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.
M. Provide 24-hour on-site coverage.
N. Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.

O. Maintain documentation on all County clients.

P. Levels of Treatment are to be arrived at mutually between the County and Contractor. Levels of treatment, or client profiles, may be defined as follows:
   a. **Level I/Specialize Resident Services Program (STRSP) services** - provides supplemental board and care services that are above the standard board and care service level by licensed/certified providers that also possess care exemptions from CCL, which allow them (for example) to provide “Services” (as defined below) to individuals with mental health disorders and wide variety of specialized medical and behavioral needs, as described above under Target Population. Client discharge to independent living and/or Full Service Partnership (FSP) should be expected.
   b. **Level II/ Transitional Social Rehabilitation Program (TSRP) services** - provides a less restrictive level of care to persistent and severely mentally ill adult mental health clients who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. Many of the clients discharged form locked facilities including but not limited to State Mental Health hospitals, Institutions for Mental Diseases (IMD) and locked Mental Health Resource Centers (MHRC) would move into a TSRP with the expectation to move towards a more independent living situation. TSRP facilities provide services designed to minimize the risk of client hospitalizations, intervene in crisis, support community integration, and provide enhanced services to assist clients with developing independent living skills to promote movement toward a less structured setting. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations. A Restricted Health Condition Plan is required. Client discharge to licensed care or intensive community supportive care management setting should be expected.
   c. **Level III/Transitional Social Rehabilitation Program (TSRP) services**-- includes Residents that meet the definition of Level II but who have severe mental health and medical issues requiring one-to-one supervision for a period of time to stabilize the client’s medical and psychiatric conditions - and often requires more intensive physical, occupational and/or speech therapy than required for Level 1 or Lever 2 Residents;
   d. **Community Living/Transitional Residential Services Program (TRSP) services** - provides a less restrictive level of care to persistent and severely mentally ill adult mental health clients who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. Many of the clients discharged form locked facilities including but not limited to State Mental Health hospitals, Institutions for Mental Diseases (IMD) and locked Mental Health Resource Centers (MHRC) would move into a TSRP with the expectation to move towards a more independent living situation. TSRP facilities provide services designed to minimize the risk of client hospitalizations, intervene in crisis, support community integration, and provide enhanced services to assist clients with developing independent living skills to promote movement toward a
less structured setting. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations and, possibly also to discharge to independent living.

“Services” as referred to above may range from “Basic Services”, which include reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming as appropriate for clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired, to “Enhanced Services”, which are designed to service clients who have subacute psychiatric impairment and/or whose adaptive functioning is severely impaired. Services may also include intensive support and rehabilitation to clients as an alternative to State hospitalization or placement in other 24-hour care facilities, and are aimed at helping clients to develop skills to become self-sufficient and increase their levels of independent functioning.

2. OUTCOMES

It is expected that Contractor will meet the following outcomes:

2.1. The number of County clients re-admitted to higher level placements will be reported to County to assess the long-term effectiveness of Contractor’s programs.

2.2. The number of County clients discharged to lower level placements will be reported to County to assess the long-term effectiveness of Contractor’s programs.

3. CRITERIA FOR RECEIPT OF SERVICES

The program is specifically directed toward adults with severe psychiatric conditions. All clients admitted to Contractor’s programs are first screened and referred by County’s Case Manager, and authorized to receive services by County’s designated Site Approval Team. Additional screening and evaluation are performed by Contractor’s staff prior to admission to these programs. Contractor must provide a Treatment Plan for all specialty outpatient mental health services to all County clients. Contractor shall provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

4. DISCHARGE CRITERIA AND PLANNING

Discharge planning is the shared responsibility of Contractor and County. Contractor shall contact County immediately if there are emergency discharges. Contractor shall hold a discharge planning conference with County staff 60 days prior to intended discharge date. These conferences will be reviewed at monthly residential subcommittee meetings. Contractor’s discharge planning shall include appropriate community mental health and/or social services agencies for post-discharge services. Treatment summaries of services that have been provided to patients shall be made available by Contractor to agencies providing post-discharge services and who are authorized by State law to receive such information.
5. AUGMENTED SERVICES

Augmented services provided, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

6. TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation services are for transport of County clients to specialty medical care (i.e., dialysis), or court hearings only. Transportation services shall be preauthorized by the Branch Director for Behavioral Health.

7. MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

8. DEFINITION OF CLIENT DAY

A client day shall commence at 12:01 AM of each calendar day. A client day shall include any part of a day, whether the County’s client is present for the full day or any part of a day in Contractors facility.

9. BED HOLD

When a client’s symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7) day bed hold. The seven (7) day bed hold shall also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The base rate for bed holds is forty-five dollars ($45) per client day and is incorporated into the Community Living, Level I Level II and Level III rates as identified in Exhibit B: Budget. The Branch Director for Behavioral Health may authorize an extension of the seven (7) day bed hold provided the following criteria are met:

9.1. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the client a seven (7) day bed hold. County reserves the right to cancel the seven (7) day bed holds within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.

9.2. The Branch Director for Behavioral Health may authorize an extension the of seven (7) day bed hold if there is reasonable cause to believe that the client will be released from the heightened level of care within a reasonable amount of time. No bed holds or other expenditures for the client are authorized by this Agreement after the seven (7) day bed hold has expired unless the Branch Director for Behavioral Health has notified the Contractor in writing of the decision to extend the hold.

9.3. The daily rate for paying Contractor under this Agreement shall be the base daily rate for any day in which there is a bed hold under the provisions of this section.

10. DISCHARGES

10.1. Non-Emergency Discharges: The County shall provide a minimum of 48 hours for all planned,
non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County shall pay the daily rate equivalent to that time.

10.2. Emergency Discharges: Emergency discharges shall consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the Criteria listed in Section 9. Bed Holds above are met. County understands that Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48 hour bed hold, unless it is determined that the client will not be returning to the facility.

11. GARFIELD NEURO-BEHAVIORAL CENTER PROGRAM

A. FACILITY SPECIALIZATION & PROGRAM ELIGIBILITY

Garfield Neurobehavioral Center (GNC) specializes in long-term care for conserved adults deemed gravely disabled, aged 18 to 64, who hold a primary dual diagnosis of a psychiatric Mental Health Disorder and a neurological condition. GNC serves clients who:

• Have a severe cognitive impairment secondary to brain injury or neurological condition with behaviors preventing community placement.
• Have a primary psychiatric diagnosis with a need for a 24-hour nursing services for medical reasons and behavioral management within a locked facility.
• Have a diagnosis of a neurodegenerative disease accompanied or exacerbated by mental illness that prevents a Skilled Nursing Facility placement.
• May be diagnosed with impairments such as Neurocognitive disorder, Traumatic Brain Injury (TBI), Dementia, Amnestic or other cognitive disorders, development disability, or other neurological condition;
• Meet medical and service necessity criteria for specialty mental health services; and
• Are referred and authorized by Behavioral Health and are eligible for payment of services through the County Mental Health Plan.

GNC shall admit clients referred by Behavioral Health subject to bed availability, with an order of a physician, and in compliance with reasonable admission policies and procedures. GNC’s considerations for acceptance into the program include individuals who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms such as severe combativeness, elopement or active AWOL risk, suicide risk, and excessive verbal abusiveness. Frequency, scope, and severity of these behaviors are a determining factor to be discussed on an individual client basis between Behavioral Health and the Contractor. Behavioral Health may grant individual exceptions to these admission criteria. Individuals whose mental illness and neurological conditions are deemed more suitable for acute psychiatric or medical care, as well as individuals suffering exclusively from developmental disability, brain injury, intellectual disability, and/or physical illnesses (without a psychiatric component) shall be reviewed for their appropriateness or acceptability. All admissions are subject to Behavioral Health’s prior authorization and Contractor’s commitment to provide care and services in accordance with the terms of this Agreement.

Admission decisions shall be made based on Contractor’s ability to safely provide services. The ultimate decision about whether an individual will receive services through Contractor shall be determined by the appropriate Behavioral Health Director’s designee and Contractor’s designee. Contractor shall work with
Behavioral Health as defined by Contractor to assess the admission of any individual who meets the legal definition for any of the following categories: Individuals with 1370.01 Status, Individuals with Murphy Conservatorship or Imminently Dangerous Persons.

B. LIMITATIONS OF SERVICE

Contractor limitations include the inability to provide fully adequate services to individuals who meet any of the following criteria:

- Require ventilators, tube feedings, or intravenous fluids;
- Require seclusions or restraints due to behavioral or psychiatric concerns;
- Have complex medical needs that are beyond the resources of the facility at any given period;
- Are in an extreme state of debilitation (e.g., severe contractures); or
- Require 1:1 staffing at admission or for more than 15 consecutive days at the program

In instances where complex clinical issues complicate Contractor's capacity to provide services, Contractor shall alert Behavioral Health of its concerns. Individuals who pose an imminent threat to themselves or others due to severe disinhibition or aggressive behavior shall be assessed on a case-by-case basis. Individual acuity shall be assessed and continuation of services will be determined by the level of both medical and psychiatric acuity. If clients behavioral or medical needs are beyond facility's capacity to provide adequate care, Behavioral Health will have 30 days to find an alternative placement for the client.

C. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. Behavioral Health has relied upon the professional ability and training of Contractor as a material inducement to enter this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by Behavioral Health shall not operate as a waiver or release. If Behavioral Health determines that any of the Contractor's work is not in accordance with such level of competency and standard of care, Behavioral Health, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Behavioral Health to review the quality of work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the Section 12 (Termination); or (d) pursue any and all other remedies at law or in equity.

D. ASSIGNED PERSONNEL

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Behavioral Health, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Behavioral Health.

b. All assigned personnel Contractor uses within the facilities are deemed qualified and responsible to fulfill the roles and duties needed to best meet the resident's needs, under the strictest professionalism and to not assume a role outside of their competency's.

c. Contractor shall notify the Behavioral Health Contract Manager of any change in administrative,
supervisory and/or other personnel that may occur during the term of this contract.

d. In the event that any Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

e. Contractor warrants that it has not opted out of participation in Medicare and that Contractor is currently enrolled in or eligible to participate in the Medicare program.

E. PROGRAM DESCRIPTION

Contractor shall provide resident-focused, non-acute medical, nursing and rehabilitation treatment program using state-of-the-art interventions that are based on up-to-date clinical knowledge and current research findings for providing Skilled Nursing Facility services to this type of service population. Contractor shall actively involve conservator, families and/or other support systems in meetings and support groups, as appropriate.

Contractor shall have the appropriate staff, including but not limited to psychiatrists, internists, occupational therapists, rehabilitation therapists, social workers and other mental health professionals, psychologists, certified nursing assistants, and nurses, who provide services. Treatment plan development shall be strength-based, conducted in partnership with the client, conservator, and family whenever possible. Treatment plans shall include clear goals, mental health and rehabilitative objectives, service modalities (with frequency and duration), detailed provider interventions for each service modality, and criteria for successful discharge with specific and appropriate discharge programming, planning, and preparation.

F. TREATMENT OF CARE

Treatment services include:

a. A highly structured program of psychiatric, behavioral, rehabilitative, and restorative care, with the focus on long-term residential adjustment and behavioral stability. The program offers a group treatment approach, within which individual treatment goals are tailored to meet the specific needs of each person. A structured behavioral management approach that stresses environmental safety and individual management.

A social rehabilitation program that encourages increased self-care and activities of daily living (AOL's) and active participation in the rehabilitative groups where structured and leisure activities are both offered. The facility has the capability of providing the following interventions in a group setting, modified as needed for impaired cognition, for each individual. This may include, but is not limited to:

i. Behavior modification
ii. Community skills development
iii. Psychological and psychiatric adjustment
iv. Self-care development
v. Group interaction
vi. Individual social support
vii. Individual counseling
viii. Skill development across adaptive behavior domains
ix. Independent living skill functional training

G. PROGRAM GOALS

Contractor shall provide services to accomplish the following goals:

Goal #1: To assist said Behavioral Health in efficiently and effectively managing limited resources by providing an alternative placement and treatment setting to reduce client acute hospitalizations and utilization of State hospitals.

Goal #2: To improve the ability of clients to achieve and maintain an optimal level of functioning and recovery to assist and empower clients to transition into the least restrictive level of care appropriate; and to remain in community placement for significantly longer periods of time.

Goal #3: To stabilize the client's psychiatric condition through medication management, developed alternative therapeutic interventions, and behavioral management approaches through providing a safe, secure, and behaviorally focused environment.

Goal #4: To develop a current and comprehensive assessment of each client and provide stabilization, safety, behavioral and skills training within an atmosphere of positive regard, and appropriate expectation. DISCHARGE CRITERIA AND PROCESS

Contractor shall coordinate discharge planning with the appropriately designated staff from Behavioral Health. Contractor's discharge process shall include:

- Discharge planning that begins as early as possible after intake;
- Initial and regular reassessment of client functioning, attainment of treatment goals, level of treatment needs, discharge criteria, and discharge plan;
- Discharge according to the client's discharge plan that, when possible, includes placement in a less intensive level of mental health service appropriate to the client's needs, additional referrals to community resources for the client to utilize after discharge, and a discharge summary. All other terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this amendment and the Agreement, it shall be resolved such that the provisions of this amendment shall control in all respects.
EXHIBIT B

AUTHORIZATION TO ADMIT CLIENTS TO MENTAL HEALTH REHABILITATION CENTER OR INSTITUTION FOR MENTAL DISEASE FACILITIES

Prior to a client admission to any Contractor's Facility, Behavioral Health will complete and submit to that Facility a completed Authorization for Admission Form (attached as Addendum I).

In the event, a Behavioral Health resident is admitted from a referral other than the Branch Director of Behavioral Health or his/her designee, verbal approval will be given after verification that the client is a Behavioral Health resident who meets the target population requirements and the party who controls the patient's financial affairs agrees in writing to cooperate with payments as appropriate. A signed copy of the Admission Form will be provided to Contractor within five (5) days of verbal approval.

The Branch Director of Behavioral Health or his/her designee is the final authority as to whether or not a patient will be approved for admission to a Facility. This does preclude Facility from denying admission for cause.
ADDENDUM I

AUTHORIZATION FOR ADMISSION TO MENTAL HEALTH REHABILITATION CENTER OR INSTITUTION FOR MENTAL DISEASE PROGRAM

Authorization for Admission to: __________________________________________
(Facility Name)

Client Name: ______________________ Planned Admit Date: ____________

Social Sec No.: _____-____-____ Conserved: ____ Yes Public ______

Date of Birth: ___/___/_______ __ No Private____

Private Conservator Information: Name: ________________________________

Address: __________________________ City/State/Zip: ______________________

Relationship: _____________________ Phone: (____) ______________________

County of Residence: ________________________________________________

Referral Source to your Facility: ______________________________________

Medi-Cal No.: ____________________ Client SSI: ____ Yes ____ No

Client SSA: ____ Yes ____ No

Brief explanation as to why client needs MHRCs or IMD level of care:

_________________________________________________________________

_________________________________________________________________

Authorization:

Written: ____ Approved _____ Not Approved Effective Date:

Verbal: ____ Approved _____ Not Approved _____/_____/_______

_________________________________ Date: ______________________

Signature

_________________________________

Title

Distribution: Facility

Client Chart

Placement Coordinator
EXHIBIT C

MONTHLY MHRCs AND IMD BILLING STATEMENT

INFORMATION

The monthly billing statements from Contractor to Behavioral Health must contain, at a minimum, the following information:

FACILITY INFORMATION:

Facility Name: ____________________________________

Facility Address: ____________________________________

___________________

Phone Number: (___) ________________________________

PATIENT INFORMATION:

Patient Name: _____________________________________

Social Security Number: _____________________________

1. Number of days of service rendered: _____________
   a. Dates of service: __________ to ______
   b. __________

2. $___________________ Daily rate
   (Title 22, Section 51511 and Section 51511.1)

3. Subtotal: $______________
   (Line 1 x Line 2)

4. Other Charges $______________

5. Total Charges: $______________
   (Line 3 plus line 4)
EXHIBIT D

SUTTER-YUBA COUNTIES MENTAL HEALTH PLAN
PROBLEM RESOLUTION PROCESS

Sutter-Yuba Counties Mental Health Plan, hereinafter referred to as “MHP”, encourages the resolution of problems at the least formal level possible. The consumer will not be subject to any penalty or discrimination for filing a grievance, appeal or for requesting a State Fair Hearing. A consumer may authorize a person of his/her choice to act in his/her behalf at anytime. A consumer or the consumer’s representative may take the following steps to resolve a problem.

Grievance
A grievance is an expression of dissatisfaction about any matter other than an Action.
❖ The consumer may submit a grievance orally or in writing to the MHP.
❖ The consumer will receive a written resolution within 60 days.

Standard Appeal
An Appeal is a request to review an Action. An Action occurs when the MHP denies, reduces, suspends or terminates previously authorized services; denies payment for a service; fails to provide services in a timely manner; or fails to act within the timeframes for the disposition of grievance, standard appeal or expedited appeals.
❖ The consumer may submit an appeal orally or in writing. Oral appeals must be followed up with a written, signed appeal.
❖ An appeal must be filed within 90 days of the date of the Action.
❖ The consumer will receive a written resolution within 45 days.

Expedited Appeal
The Expedited Appeal is filed when the consumer’s life, health, or ability to have or maintain maximum function is at risk.
❖ The consumer will receive a written resolution within 3 days.
❖ Mental Health staff will determine whether or not your appeal will be considered Standard or Expedited.
❖ If the expedited appeal is denied, a written notice will be sent to the consumer and the standard appeal process will begin.

State Fair Hearing
If you are a Medi-Cal beneficiary, you have the right to file for a State Fair Hearing at any time before, during or after the Appeal process. The concerns within the jurisdiction of the Administrative Law Judge are those related to an Action. Benefits may continue while the State Fair Hearing is pending.

Notice
Grievance forms, Standard Appeal forms, or Expedited Appeal forms are available at all provider sites or can be obtained by contacting MHP Quality Improvement staff.

The consumer will be notified in writing that the Mental Health Program Chief received his/her grievance or appeal.

The member may submit additional information to support a claim either in writing or in person. The consumer may receive assistance in filing a grievance, appeal or State Fair Hearing from:

- Behavioral Health Deputy Director (530) 822-7200
- Quality Improvement Program Planner (530) 822-7200
- Patient Rights Advocate (530) 632-3202
- Toll Free 1-888-923-3800
- TTY-CRS 1-800-735-2929
EXHIBIT D

PLAN DE SALUD MENTAL DE LOS CONDADOS DE SUTTER-YUBA

PROCESO PARA RESOLVER PROBLEMAS.

El Plan de Salud Mental de los condados de Sutter-Yuba, de aquí en adelante referido como “PSM”, sugiere que la resolución de problemas sea a un nivel lo menos formal posible. El consumidor no será sujeto a ningún castigo o discriminación por llenar una queja, apelar, o por pedir una audiencia justa del estado. El consumidor puede autorizar a una persona de su preferencia para representarlo/a en cualquier momento. El consumidor o representante del consumidor puede tomar los siguientes pasos para resolver un problema.

Quejas:
Una queja es una expresión de disgusto acerca de cualquier situación, con excepción de una “Acción”.
❖ El consumidor puede poner una queja oralmente o por escrito al “PSM”.
❖ El consumidor recibirá una resolución por escrito en 60 días.

Apelación Corriente
Una Apelación es una solicitud para revisar una Acción. Una Acción ocurre cuando el “PSM” niega, reduce, suspende, o para servicios previamente autorizados, niega pago para servicios, no provee servicios en el tiempo adecuado o no actúa según el tiempo indicado para la disposición de una queja, apelación corriente, o apelación rápida.
❖ El consumidor puede entregar una apelación oralmente o por escrito. Una Apelación oral tienen que ser seguida con una apelación escrita y firmada.
❖ Una apelación tiene que ser llenada dentro de 90 días de la fecha de la Acción.
❖ El consumidor recibirá una resolución por escrito dentro de 45 días.

Apelación Rápida
La apelación rápida se hace cuando la vida, salud o habilidad para tener o mantener su función máxima de un consumidor está bajo riesgo.
❖ El consumidor recibirá una resolución dentro de 3 días.
❖ Trabajadores de Salud Mental determinarán si su apelación será considerada como corriente o rápida.
❖ Si la apelación rápida es negada, una notificación por escrito será mandada al consumidor y el proceso para una apelación corriente empezará.

Audiencia Justa del Estado
Si usted recibe Medí-Cal, usted tiene el derecho de pedir una Audiencia Justa del Estado en cualquier momento antes, durante, o después del proceso de la apelación. Lo que concierne bajo la Jurisdicción del Juez de la Ley Administrativa es lo relacionado a una Acción. Los beneficios continuarán mientras la Audiencia Justa del Estado está pendiente.

Advertencia
Formas para Quejas, Apelaciones Corrientes, o Apelaciones Rápidas están disponibles en todos los sitios donde se ubican los proveedores de los servicios o los puede obtener comunicándose con el Personal de Mejoramiento de Calidad
El consumidor será notificado por escrito que el Administrador de Salud Mental recibirá su queja o apelación.
El miembro puede entregar información adicional para apoyar su caso por escrito o en persona.
El consumidor puede recibir asistencia para llenar una Queja, Apelación, o Audiencia Justa del Estado de:

<table>
<thead>
<tr>
<th>Administrador de Salud Mental</th>
<th>(530) 822-7200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrador de Mejoramiento de Calidad</td>
<td>(530) 822-7200</td>
</tr>
<tr>
<td>Representante de los Derechos del Paciente</td>
<td>(530) 632-3202</td>
</tr>
<tr>
<td>Gratis</td>
<td>1-888-923-3800</td>
</tr>
<tr>
<td>TTY-CRS</td>
<td>1-800-735-2929</td>
</tr>
</tbody>
</table>
Sutter County Department of Health and Human Services staff, contractors and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals we:

- Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.
- Provide all services in accordance with applicable federal, state and county laws and regulations.
- Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department’s services, policies and procedures and fees we charge.
- Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.
- Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.
- Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Sutter County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.
- If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.
- Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Sutter, our department, its patients, clients or constituents.
- Do not use Sutter County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.
- Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.
- Will not solicit, advertise, or engage in personal business practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.
- Seek positive and cooperative relationships within Sutter County, our department, as well as with other government programs, vendors, contractors, community groups and industry to enhance services and resources available to the public.
- Ensure that all records in any medium are maintained in accordance with guidelines.
established by the Sutter County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.

☐ All department staff, contractors and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Sutter County and our departmental policies and procedures, and contractual obligations, as well as all laws and regulations. This includes statutes, regulations and guidelines applicable to state, county and federal healthcare programs, knowing that failure to comply with the above may potentially subject an employee to civil and criminal liability, sanctions, penalties or disciplinary action.

☐ Are obligated to report a violation of the Code of Conduct, county rules and regulations, departmental policies and procedures or other state or federal laws and regulations.

________________________________________
Print Name

________________________________________
Signature                               Date

Attachment: Telecare (Villa Fairmont, Garfield), MHRC-IMD 2018-19 (1172: Approve Telecare Agreement)
Pursuant to CFR Title 42, Sutter-Yuba Behavioral Health (SYBH) contractors are required to manage and disclose relationships that may be potential conflicts of interest with their SYBH duties.

A conflict of interest is defined as any situation in which financial or other personal considerations may compromise or appear to compromise any employee’s business judgement, delivery of client care, or ability of any employee to do his or her job or perform his or her responsibilities.

A conflict of interest may arise if you engage in any activities or advance any personal interests at the expense of SYBH’s interests. An actual or potential conflict of interest occurs when any contractor is in a position to influence a decision that may result in personal gain for that contractor, a relative or a friend.

Contractors have an obligation to address both actual conflicts of interest and the appearance of a conflict of interest. You must always disclose and seek resolution of any actual or potential conflict of interest – whether or not you consider it an actual conflict – before taking a potentially improper action.

Conflict of Interest and Ownership/Control Attestation

1. Contractors may not make or influence business decisions, including executing purchasing agreements (including but not limited to agreements to purchase or rent equipment, materials, supplies or space) or other types of contracts (for personal services), from which they, a family member or a friend may benefit.

2. Contractors must disclose any significant business transactions (defined below) and ownership or control interests in any entity that they know to have current or prospective business, directly or indirectly, with SYBH.

   a. Significant business transaction. Any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of $25,000 and 5 percent of a provider's total operating expenses (42 CFR § 455.101.)

   b. Ownership interest. The possession of equity in the capital, the stock, or the profits of the disclosing entity. Person with an ownership or control interest means a person or corporation that:

      i. Has an ownership interest totaling 5 percent or more in a disclosing entity;

      ii. Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;

      iii. Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;
iv. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;

v. Is an officer or director of a disclosing entity that is organized as a corporation; or

vi. Is a partner in a disclosing entity that is organized as a partnership.

Ownership includes being related to another person with ownership or control interest as a spouse, parent, child or sibling. (42 CFR §§ 455.101 and 455.104.)

3. If a significant financial interest exists, a disclosure of such must be provided at any of the following times (42 CFR § 455.104(c)(1):
   a. Upon the provider submitting a provider application.
   b. Upon the provider executing a provider agreement.
   c. Upon request of SYBH during the re-validation of enrollment process under 42 CFR section 455.414.
   d. Within 35 days after any change in ownership of the provider.

4. All disclosures must be provided to SYBH.

5. Contractors shall provide written verification of compliance with 42 CFR sections 455.101 and 455.104. This verification will be provided to SYBH by December 31 of each year and when prescribed above.

6. Any person with five (5) percent or more direct or indirect ownership interest in an organization must submit a set of fingerprints per 42 CFR section 455.434(b)(1).

7. Contractors must disclose any activity, relationship or interest that is a conflict of interest so that these activities, relationships and interests can be evaluated and managed properly. A conflict of interest is any situation in which financial or other personal considerations may compromise an employee’s business judgment, delivery of patient care, or ability of an employee to do his/her job or perform his/her responsibilities.

8. Contractors must disclose any outside activities that interfere with the contractor’s capacity to satisfy his or her contractual responsibilities with SYBH. Such outside activities include leadership participation (such as serving as an officer or member of the board of directors) in professional, community or charitable activities; participation in business partnerships; and employment or consulting arrangements with entities other than SYBH.

9. Contractors must guard client and SYBH information against improper access or use by unauthorized individuals.

10. Contractors must avoid any appearance of impropriety when dealing with sub-contracted clinicians and referral sources.
11. All vendors and contractors who have or desire business relationships with SYBH must abide by these requirements. Individuals having knowledge of vendors or contractors who violate these standards in their relationship with SYBH must report these to the Compliance Officer.

12. Contractors shall not request donations for any purpose from clients.

I attest that I understand and will abide by the above SYBH Conflict of Interest and Ownership/Control standards. If I have information to disclose, I will complete the Financial Interest Disclosure Form (DHCS 6207).

__________________________________________
Printed Name

__________________________________________ Date
Signature
### EXHIBIT G

#### REIMBURSEMENT AND PAYMENTS

**Fiscal Year 2018-19**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Bed Hold Rate – Up to seven (7) days</th>
<th>Bed Hold - More than seven (7) days*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Villa Fairmont Classic</td>
<td>$412.00</td>
<td>$412.00</td>
</tr>
<tr>
<td>Villa Fairmont Flex</td>
<td>$453.00</td>
<td>$453.00</td>
</tr>
</tbody>
</table>

* Bed holds for greater than seven (7) days require the agreement of both BEHAVIORAL HEALTH and CONTRACTOR.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Medi-Cal Coverage - Patch</th>
<th>No Medi-Cal Coverage Patch</th>
<th>Medi-Cal Fee-For-Services Rate Accommodation Code 1</th>
<th>For Services Rate Accommodation Code 1</th>
<th>Medi-Cal Fee For Services LTC AB1629</th>
<th>Escort Service</th>
<th>1:1 Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garfield Neurobehavioral Center</td>
<td>$255.79 Per Bed Day</td>
<td>Patch ($255.79) plus Medi-Cal LTC AB1629 Fee-For-Services Rate Accommodation Code 1 ($295.04). Medi-Cal Fee-For-Services LTC AB1629 rates are updated annually and can be found at:</td>
<td><a href="http://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx">http://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx</a> 2016.17</td>
<td>$550.83 Per Bed Day</td>
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</table>

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escort</td>
<td>$28.00 Hour</td>
</tr>
<tr>
<td>1:1 Service</td>
<td>$28.00 Hour</td>
</tr>
</tbody>
</table>
To: Health and Welfare Committee
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Adoption of a Resolution Authorizing Application for, and Acceptance of, No Place Like Home (NPLH) Noncompetitive Allocation funds; and, Authorize and Direct the Interim Local Mental Health Director to Execute the Sutter County NPLH Noncompetitive Allocation Application and all Related Documents on Behalf of the County

Recommendation: It is recommended that the Board of Supervisors adopt a Resolution Authorizing Application for, and Acceptance of, No Place Like Home (NPLH) Noncompetitive Allocation funds; and, Authorize and direct the Interim Local Mental Health Director to execute the Sutter County NPLH Noncompetitive Allocation application and all related documents on behalf of the County.

Background: The proposed Resolution is an application requirement for the No Place Like Home Noncompetitive Allocation.

The California Department of Housing and Community Development (HCD) has announced the availability of approximately $190 million in Noncompetitive Allocation funds for the No Place Like Home (NPLH) Program. This funding is conditioned upon voter approval of the No Place Like Home Act of 2018, Proposition 2 on the November 2018 ballot. If approved by voters, this measure would authorize the Legislature to appropriate funds to the Mental Health Services Fund for the NPLH Program to begin making awards under this Notice of Funding Availability (NOFA). The outcome of the bond validation action and the reverse validation action may also affect the availability or timeline of funding.

If the measure does not pass, or if the outcome of the above-referenced litigation impacts the NPLH Program, then HCD will publish a notice on its website with advisement regarding the availability of funds.

The NPLH Program provides deferred payment loans to Counties applying independently as a Development Sponsor, as well as to Counties applying jointly with another entity as Development Sponsor, to finance the development of permanent supportive housing for persons with a serious mental illness who are Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness. NPLH funds may be used to acquire, design, construct, rehabilitate, or preserve permanent supportive housing and fund capitalized operating subsidy reserves. Funding under this NOFA is provided through the sale of bonds with interest payments on the bonds funded through the Mental Health Services Act (MHSA). NPLH funds will be made available through a Noncompetitive Allocation and a Competitive Allocation process. The NOFA issued August 15, 2018 addresses funds that will be available through the Noncompetitive Allocation.
All Counties are eligible to receive at least $500,000 in Noncompetitive Allocation funds. Above this amount, the funds are allocated to each County based on the County's proportional share of the state's homeless population, as measured by the U.S. Department of Housing and Urban Development's (HUD) most recent published unsheltered and sheltered Point-in-Time (PIT) Count.

Upon submission of an application to and approval by the Department of Housing and Community Development, and based on funding availability as discussed above, the NPLH Noncompetitive Allocation in the amount of $500,000 will be awarded to Sutter County to fund eligible activities that support the planning, design and implementation of permanent supportive housing and the accompanying supportive services for individuals who suffer from serious mental illness and meet NPLH homelessness guidelines.

Prior Board Action: This Board adopted a Resolution authorizing an application for the NPLH Noncompetitive Allocation to support a Regional Housing Project in partnership with the Regional Housing Authority and Yuba County on July 25, 2017.

Board Alternatives: The Board could decide not to approve the Resolution and thus not obtain the Noncompetitive Allocation from HCD. This alternative is not recommended.

Other Department and/or Agency Involvement: Sutter County Counsel has reviewed the Resolution. The Yuba County Board of Supervisors must also review and adopt a Resolution that authorizes the application for and receipt of Yuba County's NPLH Noncompetitive Allocation.

Action Following Approval: Sutter-Yuba Behavioral Health will continue to work with the Regional Housing Authority and Yuba County Health and Human Services on finalizing a regional housing plan.

Fiscal Impact: This action has no impact on the County General Fund.

Countywide Goals and/or Top Priorities Compliance: This item helps to address Top Priority #2: Develop and Implement a long-term Homeless Management Plan (with measurable target dates) by December 31, 2017, and provide quarterly updates.

Respectfully Submitted,

S/ Nancy O'Hara
Director of Health & Human Services

Attachments:
1. NPLH Allocation Acceptance Resolution
A RESOLUTION OF THE SUTTER COUNTY
BOARD OF SUPERVISORS AUTHORIZING
ACCEPTANCE OF THE COUNTY
NONCOMPETITIVE ALLOCATION UNDER
THE NO PLACE LIKE HOME PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA"), dated August 15, 2018, under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the Initial NOFA relates to the availability of Noncompetitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Sutter is eligible to utilize a Noncompetitive Allocation in the amount of $500,000 pursuant to the above-described Initial NOFA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the County of Sutter does hereby determine and declare as follows:

SECTION 1. That the County of Sutter is hereby authorized and directed to accept their NPLH Noncompetitive Allocation, as detailed in the NOFA dated August 15, 2018, up to the amount authorized by Section 102 of the Guidelines and applicable state law.

SECTION 2. That the Interim Mental Health Director, or his or her designee, is hereby authorized and directed to act on behalf of the County of Sutter, and to enter into, execute, and deliver any and all other documents required or deemed necessary or appropriate to be awarded the NPLH Noncompetitive Allocation, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. That the County of Sutter shall be subject to the terms and conditions that are specified in the NPLH Program Documents, and that the County of Sutter will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That the County of Sutter will make mental health supportive services available to a project’s NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the...
County of Sutter’s relevant supportive services plan, and as specified in Section 202(n)(1) of the Guidelines.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Sutter, State of California, on this 23rd day of October 2018 as follows:

AYES:

NOES:

ABSENT:
HEALTH AND WELFARE COMMITTEE
Standing Committee Staff Report

To: Health and Welfare Committee
From: Ken Sra, Interim Director of General Services
Department: General Services
Subject: Approval for Central Valley Flood Protection to use the Board Chambers (Hall of Records) for a public meeting on October 26, 2018

Recommendation: It is recommended that the Board of Supervisors approve the use of the Board Chambers (Hall of Records) by the Central Valley Flood Protection Board for a public meeting per board Policy 806: Use of Hall of Records.

Background: Board Policy 806: Use of Hall of Records allows for other public agencies to utilize the Hall of Records for public meetings upon approval of the Board of Supervisors.

Central Valley Flood Protection Board has requested the use of the Hall of Records on October 26, 2018 from 1:00 pm to 5:00 pm in order to participate in the Levee District 1 sesquicentennial celebration. Central Valley Flood Protection Board members have expressed a great interest in attending this celebration to recognize the oldest continually operating levee district in the State.


Board Alternatives: The Board may elect not to approve this use.

Other Department and/or Agency Involvement: General Services will coordinate with the Central Valley Flood Protection Board to make the Hall available for use, including the bathrooms next door at 446 2nd Street.

Fiscal Impact: There is no direct fiscal impact to allowing the use of the Hall of Records. The cost to cool the building and staff time to set it up for use will be accounted for in the Cost Plan for FY 2018-19.

Countywide Goals and/or Top Priorities Compliance: This item is consistent with the following Countywide Goals:
• Remain committed to community and cultural programs and services, such as Library, Museum, and Veterans services.

Respectfully Submitted,

s/ Ken Sra
Interim Director of General Services

Attachments:
1. doc20181009102307217495
Mr. Bill Buckner  
Sutter County Board of Supervisors  
Sutter County Hall of Records  
466 Second Street  
Yuba City, CA 95991

Re: Request for use of Supervisors Chamber October 26, 2018

Dear Mr. Buckner,

The Central Valley Flood Protection Board is a Board of the State of California charged with managing all of the State Plan of Flood Control (SPFC) facilities in the California Central Valley. We are governed by a seven-member Board appointed by the Governor and confirmed by the Senate. We hold monthly public meetings, usually in Sacramento, California on the fourth Friday of each month.

In October, the Board has been invited to participate in the Levee District 1 sesquicentennial celebration on October 26 in Yuba City, and our Board members have expressed a great interest in attending this celebration to recognize the oldest continually operating levee district in the State. We would very much appreciate moving our Board meeting to your County Chambers so that our Board Members can attend the celebration and convene our regular business meeting immediately following.

Accordingly, we respectfully request use of your Board chambers for the afternoon of Friday, October 26, 2018 from 1 – 5 PM. Please advise if this is acceptable to the Board so we can prepare our agenda and notify our stakeholders.

Thank you for your kind consideration. If you have any questions, please do not hesitate to contact me.

Leslie M. Gallagher  
Executive Officer, CVFPB