AGENDA SUMMARY
HEALTH AND WELFARE
COMMITTEE

The agenda and staff reports are posted on the Sutter County Website at:
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.

NOVEMBER 20, 2018
8:30 A.M.
1160 CIVIC CENTER BLVD., SUITE A
YUBA CITY, CA

Gina Rowland, Human Resources Director

1) 2018-19 Department Holiday Closures

Rick Bingham, Assistant Director of Health & Human Services

2) Approval of Second Amendment to Substance Abuse Residential Care Agreement with
   Community Recovery Resources for Fiscal Year 2016-17 through Fiscal Year 2018-19 Not to
   Exceed $95,000 Annually

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: Gina Rowland, Director of Human Resources
Department: Human Resources
Subject: 2018-19 Department Holiday Closures

Recommendation:
It is recommended that the Board of Supervisors approve 2018-19 department holiday closures.

Background:
Staff is recommending Board approval for select departments to close to the public during the Christmas and New Year’s holidays when service demands are reduced. Employees who wish to take time off during the office closure must use available leave balances to cover their time off. Employees may also choose to work during the time the office is closed to the public.

The following departments are requesting office closures for the period of December 24, 2018 to January 1, 2019 (regular County holidays during this time period are December 24-25 and January 1):

Assessor
Child Support Services
County Administrator
County Clerk-Recorder
County Counsel
Development Services
Health & Human Services (The department will have staffing to ensure compliance with mandated services and court coverage. The Psychiatric Health Facility and psychiatric emergency services will operate as usual.)
Human Resources
Treasurer-Tax Collector

The Probation department is requesting an office closure for the period of December 24, 2018 to December 28, 2018. The department will be open to the public on Monday, December 31, 2018.

Prior Board Action:
None.

Board Alternatives:
Take other actions as directed by the Board.
Other Department and/or Agency Involvement:
Human Resources consulted with all County departments, and the County Administrator’s Office supports this recommendation.

Action Following Approval:
The Human Resources Department will work with the Information Technology Division of the General Services Department to post office closures on the County website. Human Resources will also work with the County Public Information Officer on a press release announcing the office closures.

Fiscal Impact:
There is no cost to approve staff’s recommendation as employees will use existing holiday leave and other available leave balances to cover their time off.

Countywide Goals and/or Top Priorities Compliance:
Implement forward-thinking and “Best Management Practices” to ensure that County’s workforce will deploy successful succession planning necessary to enable County’s employment base to become more reflective of community’s changing demographics.

Respectfully Submitted,

S/ Gina Rowland
Director of Human Resources

Christine Luigard
Christine Luigard, Human Resources Assistant 11/20/2018
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 Second Amendment to Substance Abuse Residential Care Agreement with Community Recovery Resources for Fiscal Year 2016-17 through Fiscal Year 2018-19 Not to Exceed $95,000 Annually

Recommendation: It is recommended that the Board of Supervisors approve the Second Amendment to the Substance Abuse Residential Care Agreement with Community Recovery Resources for Fiscal Years 2016-17, 2017-18 and 2018-19 not to exceed $95,000 annually for Fiscal Year 2018-19.

Background: Community Recovery Resources provides services to the residents of the Counties of Sutter and Yuba who are suffering from alcohol and/or drug abuse and its debilitating effects. The facility provides evaluation, housing, treatment, counseling, and case management services for each referred client.

This Second Amendment to the Agreement expands the services provided to include non-medical withdrawal management, sets the daily rate for detox residential treatment, and increases the maximum annual amount payable in Fiscal Year 2018-19 from $60,000 to $95,000 due to anticipated higher utilization of this facility.

Prior Board Action: The Board approved the original Agreement at its November 8, 2016 meeting and the first Amendment to the Agreement at its meeting of July 25, 2017.

Alternatives: The Board could elect to not approve this Second Amendment to the Agreement which would limit the resources available to Sutter-Yuba Behavioral Health clients for detox residential treatment. This alternative is not recommended.

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

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

Fiscal Impact: This proposal has no impact on the County General Fund. The maximum annual amount payable in Fiscal Year 2018-19 under this Agreement is $95,000. In Fiscal Year 2017-18, $60,000 in services were utilized. Sufficient Substance Abuse Treatment (SAPT) Block Grant funds are contained within the FY 2018-19 Behavioral Health Adopted Budget.
**Countywide Goals and/or Top Priorities Compliance:** This item helps to address Countywide Goal D: Provide responsible and cost-effective social services (with measurable results) to an increasingly diverse and complex society.

Respectfully Submitted,

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

**Attachments:**
1. Community Recovery Resources Second Amendment 2016-2019
2. Community Recovery Resources, First Amendment 2016-2019
SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT FOR JULY 1, 2016 TO JUNE 30, 2019 (hereinafter referred to as “Amendment”), 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 Community Recovery Resources, a California corporation (hereinafter referred to as "Contractor"), whose business address P.O. Box 6028, Auburn, California 95604, modifies the Agreement between the Behavioral Health and Contractor which became effective July 1, 2016 (hereinafter referred to as “Agreement”). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 2. SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2018:

2. SERVICES: Contractor agrees to provide the following services to the residents of Sutter and Yuba Counties (“Services”):

Contractor will operate a residential facility for persons suffering from problems of alcohol and/or drug abuse. Such facility will comply with all laws and regulations governing operation of such facility and will be licensed by appropriate State, County and Federal agencies as required.

Contractor will provide a community based, peer group-oriented, reception, referral and residential facility that provides evaluation, housing, treatment, non-medical withdrawal management, counseling, case management and certain other services in the supportive, substance abuse free environment for ambulatory, mentally competent, recovering substance abusers. Said facility will meet all standards imposed by the Department of Health Care Services and the Counties of Sutter and Yuba.

Contractor agrees to provide the Services to all residents of Sutter and Yuba Counties who are referred to the facilities by Behavioral Health. Behavioral Health shall specify the kind, quality, and amount of Services and criteria for determining the persons to be served. Sutter and Yuba County residents who are not referred by Behavioral Health will not be covered under this Agreement and services will be provided to them by Contractor at Contractor’s risk.

SECTION 5. COMPENSATION FOR SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2018:

5. COMPENSATION FOR SERVICES: Behavioral Health shall pay Contractor at the following bed day rates:
<table>
<thead>
<tr>
<th>SERVICES PROVIDED</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Residential Treatment</td>
<td>$155.00 / day</td>
</tr>
<tr>
<td>Detox Residential Treatment</td>
<td>$175.00 / day or Medi-Cal Rate (whichever is higher)</td>
</tr>
<tr>
<td>Woman with one Child</td>
<td>$20.00 / day</td>
</tr>
<tr>
<td>Woman with two Children</td>
<td>$30.00 / day</td>
</tr>
</tbody>
</table>

Behavioral Health agrees to negotiate in good faith any reasonable rate increases requested by Contractor.

Payment under this Agreement shall not obligate Behavioral Health to further payments or additional agreements with the Contractor.

Funding for this Agreement shall be as follows:

The primary source of funding for these services under this Agreement shall be from the annual Substance Abuse Prevention and Treatment County allocation. Funding for services to CalWORKs or Drug Court clients shall be provided with funds from those programs. The primary source of funding for the services delivered to dually diagnosed clients under this Agreement shall be from Behavioral Health Realignment Funds.

On or before the tenth day of the calendar month, Contractor shall provide Behavioral Health with an itemized statement for Services rendered. Behavioral Health will render payment to Contractor within thirty days of submission of such itemized statement providing it includes the dates and a description of the Services rendered, and the total amount charged (itemized on an hourly basis or by charges for a particular Service).

For Fiscal Years 2016-17 and 2017-18, Behavioral Health's maximum annual obligation for all services provided under this Agreement shall not exceed:

**SIXTY THOUSAND AND NO/100 DOLLARS**
($60,000.00)

For Fiscal Year 2018-19, Behavioral Health's maximum annual obligation for all services provided under this Agreement shall not exceed:

**NINETY-FIVE THOUSAND AND NO/100 DOLLARS**
($95,000.00)

Contractor will provide Behavioral Health each month, monthly caseload summaries identifying the number of persons seen within the Contractor's program, the number of persons referred to other agencies in the community, the average number of persons in the facility each day, and the average length of stay for persons in the facility during the month.
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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates of their signatures.

SUTTER COUNTY HEALTH AND HUMAN SERVICES

By: ________________________________ Date: ________________
   Nancy O’ Hara, Director

COMMUNITY RECOVERY RESOURCES, a California Corporation

By: ________________________________ Date: ________________
   Executive Director

SUTTER COUNTY BOARD OF SUPERVISORS

By: ________________________________ Date: ________________
   Chairman

ATTEST

______________________________ APPROVED AS TO FORM
   Clerk                               County Counsel
FIRST AMENDMENT TO SUBSTANCE ABUSE RESIDENTIAL CARE AGREEMENT

THIS FIRST AMENDMENT TO THE SUBSTANCE ABUSE RESIDENTIAL CARE AGREEMENT FOR JULY 1, 2016 TO JUNE 30, 2019 (hereinafter referred to as “Amendment”), 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 Community Recovery Resources, a California Corporation (hereinafter referred to as "Contractor"), whose business address P.O. Box 6028, Auburn, California 95604, modifies the Substance Abuse Residential Care Agreement between the Behavioral Health and Contractor which became effective July 1, 2016 (hereinafter referred to as "Agreement"). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 5. COMPENSATION FOR SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2016:

5. COMPENSATION FOR SERVICES: Behavioral Health shall pay Contractor at the following rates:

<table>
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<tbody>
<tr>
<td>Regular Residential</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Treatment</td>
<td></td>
</tr>
<tr>
<td>One Child</td>
<td>$20.00 per day</td>
</tr>
<tr>
<td>Second Child</td>
<td>$10.00 per day</td>
</tr>
</tbody>
</table>

Behavioral Health agrees to negotiate in good faith any reasonable rate increases requested by Contractor.

Behavioral Health shall reimburse Contractor up to $1,000.00 each fiscal year under this Agreement for all Clients’ Medication Costs not reimbursed by Medi-Cal.

Payment under this Agreement shall not obligate Behavioral Health to further payments or additional agreements with the Contractor.

Funding for this Agreement shall be as follows:

The primary source of funding for these services under this Agreement shall be from the annual Substance Abuse Prevention and Treatment County allocation. Funding for services to CalWORKs or Drug Court clients shall be provided with funds from those programs. The primary source of funding for the services delivered to dually diagnosed
clients under this Agreement shall be from Behavioral Health Realignment Funds.

On or before the tenth day of the calendar month, Contractor shall provide Behavioral Health with an itemized statement for Services rendered. Behavioral Health will render payment to Contractor within thirty days of submission of such itemized statement providing it includes the dates and a description of the Services rendered, and the total amount charged (itemized on an hourly basis or by charges for a particular Service). Behavioral Health's maximum annual obligation for all services provided under this Agreement shall not exceed:

SIXTY THOUSAND AND NO/100 DOLLARS
($60,000.00)

Contractor will provide Behavioral Health each month, monthly caseload summaries identifying the number of persons seen within the Contractor's program, the number of persons referred to other agencies in the community, the average number of persons in the facility each day, and the average length of stay for persons in the facility during the month.

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.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

SUTTER COUNTY HEALTH AND HUMAN SERVICES

By: ____________________________  Date: 7-11-17
Nancy O'Hara, Director

COMMUNITY RECOVERY RESOURCES, a California Corporation

By: ____________________________  Date: 7-13-17
Executive Director

SUTTER COUNTY BOARD OF SUPERVISORS

By: ____________________________  Date: 7-25-17
Chairman

ATTEST

______________________________  APPROVED AS TO FORM
clerk

County Counsel

P:\MH Contracts\2017 CONTRACTS\148 and 2016-2019 Community Recovery Resources.doc
SUBSTANCE ABUSE RESIDENTIAL CARE AGREEMENT

THIS SUBSTANCE ABUSE RESIDENTIAL CARE AGREEMENT ("Agreement") is made and entered into by and between the Sutter-Yuba Behavioral Health operated by the counties of Sutter and Yuba (hereinafter referred to as "Behavioral Health") and Community Recovery Resources, a California corporation (hereinafter referred to as "Contractor"), whose business address is P.O. Box 6028, Auburn, California 95604.

Whereas, Behavioral Health has available funds from the State of California for the rehabilitation of drug users and for such public health purposes as are related to problems of alcohol and drug abuse; and

Whereas, Behavioral Health has the need to provide alcohol and drug and/or residential services to certain of its citizens; and

Whereas, Contractor has facility and staff trained and available to provide such services;

Now, Therefore, Behavioral Health and Contractor agree as follows:

1. **Term**: The term of this Agreement is July 1, 2016 to June 30, 2019, unless terminated earlier as provided in section 12.

2. **Services**: Contractor agrees to provide the following services to the residents of Sutter and Yuba Counties ("Services"):

   Contractor will operate a residential facility for persons suffering from problems of alcohol and/or drug abuse. Such facility will comply with all laws and regulations governing operation of such facility and will be licensed by appropriate State, County and Federal agencies as required.

   Contractor will provide a community based, peer group-oriented, reception, referral and residential facility that provides evaluation, housing, treatment, counseling, case management and certain other services in the supportive, substance abuse free environment for ambulatory, mentally competent, recovering substance abusers. Said facility will meet all standards imposed by the Department of Health Care Services and the Counties of Sutter and Yuba.

   Contractor agrees to provide the Services to all residents of Sutter and Yuba Counties who are referred to the facilities by Behavioral Health. Behavioral Health shall specify the kind, quality, and amount of Services and criteria for determining the persons to be served. Sutter and Yuba County residents who are not referred by Behavioral Health will not be covered under this Agreement and services will be provided to them by Contractor at Contractor's risk.
Services may be offered to pregnant women and their minor children under the age of 3 years if approved for admission by Contractor. Residential accommodations provided to women and children under the age of 3 years must be provided in a separate wing of the Contractor's facility.

3. **CONTRACTOR'S RESPONSIBILITIES:**

(a) Contractor shall have available to the public a written statement of its admission policies which shall include a provision that persons are accepted for service without discrimination on the basis of race, color, religion, national origin, sex, age, ancestry or handicap or any other protected status;

(b) Contractor shall not employ discriminatory practices in the admission of clients, employment of personnel, or any other aspect of its operation on the basis of race, color, religion, national origin, sex, age, ancestry or handicap or any other protected status;

(c) Contractor shall bill clients for Services according to standards as may be promulgated by the Department of Health Care Services.

(d) Contractor that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

4. **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 four years and make them available to audit upon request of either, or both, Behavioral Health or the State of California.

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. County and State auditors shall have access to Contractor's records during normal business hours. Contractor shall provide the Assistant Director of Human Services for Behavioral Health an Annual Financial Report prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the report shall be submitted to the Director of Human Services for Behavioral Health within ninety (90) days of the close of the fiscal year or termination of this Agreement.

The funding of this Agreement in whole or in part with federal funds does not meet the level of funding necessary to require compliance with OMB Circular A-133 requirements.

The Contractor shall have a clause, in its contract with the Public Accountant or
Certified Public Accountant firm that permits access by Behavioral Health and Department of Health Care Services to the working papers of the external, independent auditor. The work papers and the audit reports shall be retained by the auditor for a minimum of three (3) years from the date of the audit report, unless the auditor is notified in writing by the State to extend the retention period.

This Agreement shall be subject to the examination and audit by the State Auditor General for a period of three (3) years from the date that final payment is made pursuant to the Agreement.

5. **COMPENSATION FOR SERVICES:** Behavioral Health shall pay Contractor at the following bed day rates:

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On or before the tenth day of the calendar month, Contractor shall provide Behavioral Health with an itemized statement for Services rendered. Behavioral Health will render payment to Contractor within thirty days of submission of such itemized statement providing it includes the dates and a description of the Services rendered, and the total amount charged (itemized on an hourly basis or by charges for a particular Service). Behavioral Health's maximum annual obligation for all services provided under this Agreement shall not exceed:
FORTY-FIVE THOUSAND AND NO/100 DOLLARS
($45,000.00)

Contractor will provide Behavioral Health each month, monthly caseload summaries identifying the number of persons seen within the Contractor’s program, the number of persons referred to other agencies in the community, the average number of persons in the facility each day, and the average length of stay for persons in the facility during the month.

6. FINANCIAL RECORDS: Contractor agrees to maintain complete financial records, which clearly reflect the actual service for which client payment is claimed. Any apportionment of cost shall remain in accordance with generally accepted accounting principles. All such records shall be available for inspection for the designated auditor of Behavioral Health or the State of California at a reasonable time during normal working hours. All patient and financial records shall be retained by Contractor for a minimum of four (4) years following the expiration or termination of this Agreement. Contractor agrees to extend to Behavioral Health or its designee the right to review and investigate Contractor’s records and procedures at any reasonable time. Contractor shall maintain the confidentiality of its records relating to Behavioral Health, pursuant to Welfare and Institutions Code 5328 of California. Contractor shall inform all of its officers, employees and agents of the confidentiality provision of said statute. Contractor agrees not to release any record pertaining to any Behavioral Health client without the written approval of Behavioral Health, unless required by law.

If a post-Agreement audit conducted in accordance with standard accounting principles finds that the actual aggregate costs for all Services furnished pursuant to this Agreement are lower than the payments made by Behavioral Health, or if any payments made by Behavioral Health are not reimbursable in accordance with the terms of California law, and this Agreement or any administration administered to the Department of Health Care Services, the difference shall be paid by Contractor within 30 days of notification by cash payment, or at the discretion of Behavioral Health as a credit on future billings.

It is understood that any revenue subject to compliance of State or Federal regulations will be audited by the appropriate State or Federal agency. In the event any claims by Contractor pursuant to the State or Federal audit are disallowed, Contractor shall take all actions necessary to obtain such approval. In the event that Behavioral Health is not reimbursed by either the State or Federal government as a consequence of the disallowance of claims, which in turn are based on the failure of Contractor to comply with any terms of this Agreement, Contractor shall reimburse Behavioral Health in the amount of such disallowance. Contractor, and the agents and employees of Contractor, in the performance of this Agreement shall act in an independent capacity, and not as officers or employees of Behavioral Health or of the County of Yuba, State of California, or of the County of Sutter, State of California.

This section shall survive the expiration or termination of this Agreement.
7. **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 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.

8. **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. Sutter-Yuba 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).

9. **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 Behavioral Health shall comply with the Health Insurance Portability and Accountability Act and all regulations adopted to enforce the same.
10. 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's Code of Conduct (Code of Conduct), Attachment A, incorporated herein by reference. "Covered Individuals" are defined as employees of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County 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]) signed certifications from each individual certifying that they 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 Sutter County Behavioral Health Compliance Officer within thirty (30) days after the effective date of this agreement for all current employees who are Covered Individuals and within thirty (30) days after the start date of any newly-hired employees who are Covered Individuals.

(c) As required by 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 training materials provided by the Sutter County Behavioral Health Compliance Officer and provide the Sutter County Behavioral Health Compliance Officer with documentation necessary to verify compliance with this requirement.

(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-Cal or Medi-Cal.

11. 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 the 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 of 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.

12. TERMINATION: This Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party. This Agreement
shall be terminated concurrently with any written notice to Contractor or Behavioral Health of the determination by the Department of Health Care Services in regard to staffing or services resulting in the loss of reimbursement to Behavioral Health for contract expenditures to Contractor as provided by law.

13. LICENSURE: 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, Yuba City, California 95991. 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. Contractor shall also notify Behavioral Health immediately of any malpractice actions, disciplinary proceedings, or ethical inquiries instituted against or involving Contractor.

14. INDEPENDENT CONTRACTOR:

(a) It is specifically agreed that Contractor, and its employees, is an independent contractor and not subject to the direction and control of Behavioral Health, except as to final result or as otherwise specified in this Agreement. Contractor agrees to indemnify and hold Behavioral Health harmless from any liability which it may incur to the Federal or State Governments as a consequence of this Agreement. Contractor shall be solely responsible to pay all required taxes and obligations, including but not limited to, worker's compensation, liability insurance (including professional liability insurance), benefits of every kind, including social security and withholding taxes. Contractor, or its employees, shall not have any claim under this Agreement against Behavioral Health, the Counties of Sutter and Yuba, their officers, agents or employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

(b) All films, booklets, pamphlets or similar informational material on Behavioral Health services for which Contractor has received payment from Behavioral Health shall contain a statement that Contractor is a contract provider of Services under the Behavioral Health Program operated by the County.

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

16. NOTICE: Any and all notices required to be given by this Agreement shall be given personally, by first class postage prepaid U.S. mail, or overnight courier, addressed to Community Recovery Resources, 440 Henderson Street, Grass Valley, California 95945, or Behavioral Health, 1985 Live Oak Blvd., Yuba City, California 95991, or such other address designated by Contractor and Behavioral Health as provided in this section.
Notice is effective upon receipt by the other party.

17. **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.

18. **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, and until such time as this Agreement is reviewed by the Department of Health Care Services or Behavioral Health, if necessary.

19. **REFERENCE TO LAWS AND RULES:** The laws of the State of California shall govern this Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement. Any litigation arising out of this Agreement shall be heard in the Superior Court of Sutter County. This Agreement may be amended only by a writing signed by both parties.

20. **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.

21. CULTURAL COMPETENCY: 1. Yuba County has approximately 73,439 people. Of this total 5.0% are Laotian (Hmong speaking), and 17.2% are Spanish speaking. In Sutter County, with approximately 95,851, approximately 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.

22. PROBLEM RESOLUTION:

(a) Provider Problem Resolution

1. 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 process, as set forth in this section, is done so in compliance with Cal. Admin. Code tit. 9, § 1850.305-1850.350 and shall apply only to the payment for services rendered as part of the Medi-Cal Specialty Mental 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 (Government Code Section 900 et.seq.).

2. Contractor may call the following numbers to speak with someone to resolve its complaint:

Utilization Review Coordinator (530) 822-7200 Ext.2274
Provider Relations (530) 822-7200 Ext.2292
3. If 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

4. State Department of Health Care Services 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 the Behavioral Health’s written decision of denial to:

Department of Health Care Services
Utilization Management Division
1501 Capitol Avenue MS-4505
Sacramento, CA. 95819-7419

(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 Attachment B, incorporated herein by reference, in order to inform client of said process. Contractor shall report any grievances or appeals with resolution to Sutter-Yuba 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.

3. 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:
4. Beneficiary may receive assistance in filing a grievance, appeal or State Fair Hearing from:

   Behavioral Health 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

5. 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.

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

23. 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.

24. HIPAA BUSINESS ASSOCIATE AGREEMENT: Contractor, referred to in this section as Business Associate, 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 agreement, or if not feasible; report the problem to the Secretary of Health and Human Services ("HHS").

(a) Use and Disclosure of Protected Health Information
1. Except as otherwise provided in this section, Business Associate 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 agreement, 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.

2. Except as otherwise limited in this section, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this section, Business Associate may use PHI to provide data aggregation services related to the health care operation of Behavioral Health.

(b) Further Disclosure of PHI

Business Associate shall not use or further disclose PHI other than as permitted or required by this section or required by law.

(c) Safeguard of PHI

Business Associate 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

Business Associate shall report to Behavioral Health any use or disclosure of PHI not provided for by this section.

(e) Agents and Subcontractors of the Business Associate

Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of Behavioral Health, shall comply with the same restrictions and conditions that apply through this section to the Business Associate with respect to such information.

(f) Access to PHI
Business Associate 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**

Business Associate 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**

Business Associate 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**

Business Associate 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**

1. Business Associate 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.

2. Business Associate 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.

3. Business Associate shall report to Behavioral Health any security incident of which it becomes aware.

(k) **Records Available to Behavioral Health and Secretary of HHS**
Business Associate 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 the Business Associate 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.

(i) Retention and Destruction of Information on Agreement Termination

1. Upon termination of the agreement for any reason, Business Associate shall retain all PHI received from Behavioral Health, or created or received by Business Associate 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 Business Associate.

2. When the retention requirements on termination of the agreement have been met, Business Associate shall destroy all PHI received from Behavioral Health, or created or received by Business Associate on behalf of Behavioral Health. This provision shall apply to PHI in possession of subcontractors or agents of Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.

3. In the event that Business Associate determines that destroying the PHI is not feasible, Business Associate 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, Business Associate shall extend the protections of this section to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, 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 Business Associate 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.
IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT as of the dates of their signatures.

SUTTER-YUBA BEHAVIORAL HEALTH

By: ___________________________ Date: 10/26/16
Tony Hobson, Ph.D., Assistant Director Human Services
Behavioral Health

COMMUNITY RECOVERY RESOURCES, a California corporation

By: ___________________________ Date: 10/13/16
Executive Director

SUTTER COUNTY BOARD OF SUPERVISORS

By: ___________________________ Date: 11/8/16
Chairman

ATTEST

Clerk

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

P:\MH Contracts\2016 Contracts\Community Recovery Resources 16-19.doc
Attachment A

SUTTER COUNTY DEPARTMENT OF HUMAN SERVICES
CODE OF CONDUCT

Sutter County Department of 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 polices 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 polices and procedures or other state or federal laws and regulations.

Warren Daniels
Print Name

Signature

10/13/16
Date
ATTACHMENT B

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 their 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:

- Mental Health Program Chief (530) 822-7513
- 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
ATTACHMENT B

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/la 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 Medi-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:
Administrator de Salud Mental (530) 822-7513
Administrator de Mejoramiento de Calidad (530) 822-7200
Representante de los Derechos del Paciente (530) 632-3202
Gratis 1-888-923-3800
TTY-CRS 1-800-735-2929