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.

DECEMBER 4, 2018
8:30 A.M.
1160 CIVIC CENTER BLVD.
YUBA CITY, CA

Rick Bingham, Assistant Director of Health & Human Services

1) Approval of an Independent Contractor Agreement between Sutter-Yuba Behavioral Health and Jagraj Nijjar, M.D., from July 1, 2018 through June 30, 2019 to provide General Medical Services to clients of Sutter-Yuba Behavioral Health Not to Exceed $65,000

2) Approval of an Agreement for Mental Health Rehabilitation Center and Institute for Mental Disease services with Ridgeview Residential Center for Fiscal Years 2018-19 and 2019-20 not to exceed $100,000 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: Nancy O’Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of an Independent Contractor Agreement between Sutter-Yuba Behavioral Health and Jagraj Nijjar, M.D., from July 1, 2018 through June 30, 2019 to provide General Medical Services to clients of Sutter-Yuba Behavioral Health Not to Exceed $65,000

Recommendation: It is recommended that the Board of Supervisors approve an Independent Contractor Agreement between Sutter-Yuba Behavioral Health (SYBH) and Jagraj Nijjar, M.D., from July 1, 2018 through June 30, 2019 to provide general medical services to clients of SYBH not to exceed $65,000.

Background: This is a renewal of an existing independent contractor agreement. Dr. Nijjar would provide needed medical services when requested to clients admitted SYBH’s psychiatric health facility (PHF). This would include completing physical examinations, making diagnoses, providing medical treatment, ordering laboratory tests and analyzing the results, writing required prescriptions, and coordinating services with other services being provided. Dr. Nijjar would also consult on any medical issue under his purview as well as complete all required reports and documentation. Sutter-Yuba Behavioral Health would compensate Dr. Nijjar for his services at a rate of $125.00 per hour. Total payments over the life of this independent contractor agreement will not exceed Sixty-Five Thousand Dollars ($65,000).

Prior Board Action: The Board approved the prior period agreement at its meeting of December 19, 2017.

Alternatives: No viable alternative recommendations are available at this time.

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: There will be no impact on the County General Fund. The cost to SYBH depends on the extent to which the doctor’s services are utilized. Behavioral Health utilized $30,000.00 in services for the period October 2017 through June 2018. Sufficient 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. Nijjar, Jagrai MD IC Agreement 2018-19
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("AGREEMENT") is made and entered into this first day of July 2018, by and between Sutter-Yuba Behavioral Health, a joint powers agency operated by the counties of Sutter and Yuba ("BEHAVIORAL HEALTH"), and Jagrai Nijjar, M.D. ("CONTRACTOR").

RECITALS:

A. BEHAVIORAL HEALTH has determined that it is desirable to retain CONTRACTOR to provide general medicine services to BEHAVIORAL HEALTH clients when requested; and

B. CONTRACTOR represents that he possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. BEHAVIORAL HEALTH desires to retain CONTRACTOR to perform the proposed services.

BEHAVIORAL HEALTH and CONTRACTOR agree as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, BEHAVIORAL HEALTH retains CONTRACTOR to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include general medicine services to BEHAVIORAL HEALTH clients when requested ("Services").

2. Term. Services under this AGREEMENT shall commence July 1, 2018 and conclude on June 30, 2019, or until the AGREEMENT is terminated by either party in accordance with the provisions of this AGREEMENT.

3. Compensation.

A. The compensation to be paid by BEHAVIORAL HEALTH to CONTRACTOR for the professional services described in Exhibit “A” shall be the Fixed price set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference.

B. To the extent that CONTRACTOR is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the Sutter County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with Sutter County’s Travel and Business Expense Policy.
C. The total compensation payable under this AGREEMENT, inclusive of all expenses, shall not exceed Sixty-five Thousand and No/100 dollars ($65,000). BEHAVIORAL HEALTH shall make no payment to CONTRACTOR in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this AGREEMENT has been formally amended in accordance with the provisions of this AGREEMENT.

4. Invoice and Payments. CONTRACTOR shall submit invoices for Services rendered during the preceding month. CONTRACTOR shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. BEHAVIORAL HEALTH shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this AGREEMENT shall be delivered either 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:

If to Behavioral Health:

Clinical Services Branch Director
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd.
Yuba City, CA 95991

If to Contractor:

Jagrai Nijjar, M.D.
1531 Plumas Court, Suite A
Yuba City, CA 95991

Notice shall be effective upon receipt.

6. 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 the CONTRACTOR’S activities under this AGREEMENT, or any of them, are found by any 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.

7. Authority of Contractor. It is understood that CONTRACTOR is to provide information, research, advice, recommendations, and consultation services to BEHAVIORAL HEALTH. CONTRACTOR shall possess no authority with respect to any BEHAVIORAL HEALTH decision. BEHAVIORAL HEALTH is responsible for and shall make all governmental decisions related to work of CONTRACTOR.

8. Equipment and Support Staff.

A. BEHAVIORAL HEALTH shall provide a facility and furniture, equipment, telephones, office supplies, and medical supplies necessary for CONTRACTOR to perform Services at the Facility. CONTRACTOR, however, shall not be obligated to utilize the Facility or aforementioned materials when performing Services.

B. BEHAVIORAL HEALTH shall provide CONTRACTOR with the following staff support services:
   (i) Schedule Services within the window of the hours selected by CONTRACTOR;
   (ii) Manage the clinical record and management of the clinical record;
   (iii) Provide information regarding documentation reimbursement standards as requested by CONTRACTOR; and
   (iv) Make reasonable efforts to assure that its clients are available to CONTRACTOR for Services.

9. Patient/Client Referrals. BEHAVIORAL HEALTH shall make patient/client referrals to CONTRACTOR. However, as set forth in Section 6 of this Agreement,
CONTRACTOR is an independent contractor and shall be free to contract with other facilities to provide similar services or to offer those services to the general public through CONTRACTOR’S own marketing or similar efforts. CONTRACTOR agrees that if CONTRACTOR elects to use the equipment and support staff services provided by BEHAVIORAL HEALTH, they will only be used for patients/clients referred by BEHAVIORAL HEALTH and shall not be used in the performance of services for other facilities or for members of the general public.

10. Subcontracting and Assignment. CONTRACTOR shall not subcontract or assign any portion of the work to be performed under this AGREEMENT without the prior written consent of BEHAVIORAL HEALTH.

11. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of CONTRACTOR, in both paper and original electronic program forms, shall become the property of BEHAVIORAL HEALTH as they are produced and shall be delivered to BEHAVIORAL HEALTH upon completion of services. CONTRACTOR may retain copies for its files and internal use, however, CONTRACTOR shall not disclose any of the work products of this AGREEMENT to any third party, person, or entity, without prior written consent of BEHAVIORAL HEALTH. Upon reasonable notice, BEHAVIORAL HEALTH representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the AGREEMENT.

12. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall defend (with legal counsel reasonably acceptable to BEHAVIORAL HEALTH), indemnify and hold harmless BEHAVIORAL HEALTH, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert providers or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify BEHAVIORAL HEALTH, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of BEHAVIORAL HEALTH, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by BEHAVIORAL HEALTH. To the extent there is an obligation to indemnify under this paragraph; CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR’ negligence, recklessness, or willful misconduct.
13. **Insurance.** Without limiting CONTRACTOR’S indemnification of BEHAVIORAL HEALTH, BEHAVIORAL HEALTH agrees to include CONTRACTOR in BEHAVIORAL HEALTH’S professional liability insurance coverage.

14. **Professional Licensure.** CONTRACTOR shall be required to possess a valid license to practice medicine in the State of California issued by the Medical Board of California. CONTRACTOR shall notify BEHAVIORAL HEALTH immediately of any restrictions, revocations, or suspensions of any of CONTRACTOR’S professional licenses, certificates of 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. CONTRACTOR is responsible for all fees necessary to maintain CONTRACTOR’S licenses.

15. **Professional Services.**

   A. All work performed under this AGREEMENT shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which CONTRACTOR and any subcontractors are engaged. CONTRACTOR shall, while engaged in the provision of services under this AGREEMENT, comply with the Sutter County Department of Health and Human Services Code of Conduct which is attached hereto as Exhibit “C”.

   B. CONTRACTOR represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that BEHAVIORAL HEALTH is relying upon CONTRACTOR’S qualifications to perform these services in a professional manner; and agrees that BEHAVIORAL HEALTH’S full or partial acceptance of any work does not release CONTRACTOR from its obligation to perform the services in accordance with this AGREEMENT unless BEHAVIORAL HEALTH expressly agrees otherwise in writing.

   C. CONTRACTOR shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3.C may be reduced to account for such nonperformance.

16. **Conflict of Interest.** CONTRACTOR attests that he has no current business or financial relationship with any employees of the Counties of Sutter and Yuba 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 will comply with the provisions of CFR Title 42, and disclose relationships that may be potential conflicts of interest with their BEHAVIORAL HEALTH
through completion of Department of Health Care Services (DHCS) Form 6207, Exhibit “D”, which is attached hereto and incorporated herein by this reference.

17. **Responsibility of Contractor.**
   A. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this AGREEMENT. Any review, approval, or concurrence therewith by BEHAVIORAL HEALTH shall not be deemed to constitute acceptance or waiver by BEHAVIORAL HEALTH of any error or omission as to such work.

   B. CONTRACTOR shall coordinate the activities of all sub-providers and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. BEHAVIORAL HEALTH shall promptly notify CONTRACTOR of any defect in CONTRACTOR’S performance.

18. **Audit.** The following audit requirements apply from the effective date of this AGREEMENT until three years after BEHAVIORAL HEALTH’S final payment:

   A. CONTRACTOR shall allow BEHAVIORAL HEALTH’S authorized representatives reasonable access during normal business hours to inspect, audit, and copy CONTRACTOR’S records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to BEHAVIORAL HEALTH or that any payee of CONTRACTOR submits to CONTRACTOR in connection with this AGREEMENT. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-provider files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

   B. BEHAVIORAL HEALTH and CONTRACTOR shall be subject to the examination and audit of the State Auditor, at the request of BEHAVIORAL HEALTH or as part of any audit of BEHAVIORAL HEALTH. Such examinations and audits shall be confined to matters connected with the performance of this AGREEMENT including but not limited to administration costs.

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

19. **Publication of Documents and Data.** CONTRACTOR may not publish or disclose to any third party any information obtained in connection with services rendered under this AGREEMENT without the prior written consent of BEHAVIORAL HEALTH. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this AGREEMENT, shall not be construed as publication in derogation of the rights of either BEHAVIORAL HEALTH or CONTRACTOR.

20. **Employment Practices.** CONTRACTOR, by execution of this AGREEMENT, certifies that it does not discriminate against any person upon the basis
of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

21. **Cultural Competency.** 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 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. **Compliance With Laws, Non-Discrimination.** CONTRACTOR will observe and comply with all applicable federal, state and local laws, ordinances, regulations and codes, including the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA) attached hereto as Exhibit E and incorporated herein by reference, and the rules and regulations of Behavioral Health, Sutter County, and Yuba County that relate to the Services to be provided pursuant to this Agreement.

23. **Federal Healthcare Compliance Program.**

   A. In entering into this Agreement, Contractor acknowledges Behavioral Health’s Program for Compliance with Federal Healthcare Programs (“Compliance Program”), attached hereto as the Code of Conduct, Exhibit C, and agrees, to the extent required by law, to comply, and to require his employees who are considered “Covered Individuals” to comply, with all policies and procedures of the Compliance Program. “Covered Individuals” are defined as employees of Contractor’s 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 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.

24. **Termination.** Either party shall have the right to terminate this AGREEMENT at any time for any reason upon fourteen (14) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Sutter County Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Sutter County Board of Supervisors. If this AGREEMENT was executed for BEHAVIORAL HEALTH by the Sutter County Purchasing Agent, or an authorized deputy, this AGREEMENT shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which,
exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

25. **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 the County of Sutter.

26. **Compliance With Law.** CONTRACTOR 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.

27. **Conflict With Laws or Regulations/Severability.** This AGREEMENT is subject to all applicable laws and regulations. If any provision of this AGREEMENT 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 AGREEMENT may be terminated at the option of the affected party. In all other cases, the remainder of the AGREEMENT shall continue in full force and effect.

28. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted and this AGREEMENT 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 AGREEMENT 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 AGREEMENT, and any later changes which do not materially and substantially alter the positions of the Parties.

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

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

31. **Entire Agreement.** This AGREEMENT, constitutes the entire AGREEMENT between the parties for the provision of services to BEHAVIORAL HEALTH by CONTRACTOR and supersedes all prior oral and written agreements and communications.

32. **Successors and Assigns.** This AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
33. **Construction.** This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this AGREEMENT.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT as of the dates of their signatures.

SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

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

By: ___________________________ Date: ________________
Jagraj Nijjar, M.D.

SUTTER COUNTY BOARD OF SUPERVISORS

By: ___________________________ Date: ________________
Chairman

ATTEST

APPROVED AS TO FORM:

By: ___________________________ By: ___________________________
Clerk County Counsel

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Code of Conduct
Exhibit D – Conflict of Interest and Ownership/Control Attestation for Contractors
Exhibit E - HIPAA Business Associate Agreement
EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall provide the following services for BEHAVIORAL HEALTH when requested ("Services"):  

A. Examine, evaluate, and provide medical diagnoses for BEHAVIORAL HEALTH clients;

B. Provide medical treatment to BEHAVIORAL HEALTH clients;

C. Order laboratory test and interpret laboratory analyses, as appropriate;

D. Write prescriptions, as appropriate, for BEHAVIORAL HEALTH inpatient clients;

E. Review reports, record interventions, and general progress of BEHAVIORAL HEALTH clients and consult with other physicians, psychiatrist, practitioners, counselors, and BEHAVIORAL HEALTH staff regarding ongoing or problem cases;

F. Complete clinical documentation in a timely manner consistent with the Policies and Procedures established by the Sutter County Health and Human Services Department ("Department"), which includes BEHAVIORAL HEALTH;

G. Prepare reports and related correspondence;

H. Coordinate care with Department staff or independent contractors when appropriate for a particular case;

I. Provide medical consultation to Department staff as part of a clinical team;

J. Prepare case histories, evaluations, diagnoses of BEHAVIORAL HEALTH clients;

K. Consult with BEHAVIORAL HEALTH staff and primary care physicians as necessary for the treatment of BEHAVIORAL HEALTH clients; and

L. Provide testimony at court appearance when BEHAVIORAL HEALTH Clients are involved in legal matters.
During the term of this agreement, CONTRACTOR is expected to perform services on an as needed basis. CONTRACTOR may arrange his hours at his own discretion and convenience. Determination of the number of hours to be expended by CONTRACTOR shall be at the sole discretion of BEHAVIORAL HEALTH. BEHAVIORAL HEALTH shall retain professional and administrative responsibility for all services provided by CONTRACTOR.
EXHIBIT B
SCHEDULE OF FEES

Total annual compensation will not exceed $65,000

For all Services under this AGREEMENT, which shall be at the discretion of BEHAVIORAL HEALTH, BEHAVIORAL HEALTH shall pay CONTRACTOR at the hourly rate of $125.00.
EXHIBIT C
CODE OF CONDUCT

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.

Printed Name

__________________________
Signature

__________________________
Date
EXHIBIT D

Sutter-Yuba Behavioral Health Conflict of Interest and Ownership/Control Attestation for Contractors

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;

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

_______________________________    ________________
Signature                          Date
EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the “Agreement”) between Dr. Jagraj Nijjar, M.D. (the “Business Associate”) and the County of Sutter (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

   (a) **Business Associate.** “Business Associate” shall mean the party identified above as the “Business Associate”.

   (b) **Breach.** “Breach” shall have the same meaning as the term “breach” in Section 164.402.

   (c) **Covered Entity.** “Covered Entity” shall mean the County of Sutter, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

   (d) **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

   (e) **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited...
to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) **Individual.** “Individual” shall have the same meaning as the term “Individual” in Section 164.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) **Master Agreement.** “Master Agreement” shall mean the contract or other agreement to which this Exhibit is attached and made a part of.

(h) **Minimum Necessary.** “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary.*

(i) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) **Required By Law.** “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) **Secretary.** “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) **Security Incident.** “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) **Security Rule.** “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and
13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration 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.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health
Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. **Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach or any privacy or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made as soon as possible, but no later than 72 hours, after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity’s agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
(b) Following a breach, privacy or security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity’s prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. **Indemnification.**

   (a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

   (b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity’s notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

   (c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as “Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate’s acts or omissions hereunder. Business Associate’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. **Individuals’ Rights.**

   (a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. **Obligations of Covered Entity.**

   (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

   (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate’s permitted or required uses and disclosures.

   (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of Protected Health Information.

12. **Agents and Subcontractors of Business Associate.**

   (a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. **Audit, Inspection, and Enforcement.**

   (a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

   (b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate’s facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity’s failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity’s enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

   (a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

   (b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all
protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. Entire Agreement. This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.


(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Sutter County Privacy Officer
Sutter-Yuba Behavioral Health Services
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any
revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate’s failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
To: Health and Welfare Committee
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of an Agreement for Mental Health Rehabilitation Center and Institute for Mental Disease services with Ridgeview Residential Center for Fiscal Years 2018-19 and 2019-20 not to exceed $100,000 annually.

Recommendation: It is recommended that the Board of Supervisors approve the Agreement for Mental Health Rehabilitation Center and Institute for Mental Disease services with Ridgeview Residential Center for Fiscal Years 2018-19 and 2019-20 not to exceed $100,000 annually.

Background: This is a new Agreement with Ridgeview Residential Center to provide adult clients over the age of 18 which are referred by Sutter-Yuba Behavioral Health with 24-hour care in a Mental Health Rehabilitation Center (MHRC) or Institute for Mental Disease (IMD) residential facility. This facility will take clients that are difficult to place. The annual maximum amount payable under this contract is $100,000. The Fiscal Year 2018-2019 patch rate for this facility is set at $115.00 per day.

Prior Board Action: The Board has not previously considered an Agreement with this facility.

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 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 proposal has no impact on the County General Fund. The cost to the Mental Health Fund depends on the extent to which this facility is actually utilized during the term of the Agreement, but will not exceed $100,000 annually. Sufficient funds are contained within the Fiscal Year 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. Ridgeview Residential MHRC-IMD 2018-20
AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES

This AGREEMENT for Mental Health Rehabilitation Center (MHRC) and Institution for Mental Disease (IMD) 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 (herein after referred to as "Behavioral Health"), and Ridgeview Residential Center, (hereinafter referred to as "Contractor"), whose business address is 2096 Cascade Blvd., Shasta Lake, California 96019.

1. TERM: The term of this AGREEMENT is July 1, 2018 to June 30, 2020, 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 the BEHAVIORAL HEALTH Adult Services Branch Director ("Branch Director") 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 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 Shasta County and to ensure that rapid corrections are made should a Medi-Cal number be recoded in any manner to Shasta 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 beds will be held 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 four (4) 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 four (4) 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 Branch 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 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 Years 2018-19 and 2019-20, the total annual reimbursement by BEHAVIORAL HEALTH for Services rendered by CONTRACTOR under the terms of this AGREEMENT shall not exceed:

ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)

predicated on a patch rate of the facility at which Services are rendered. The daily patch rates may vary per day depending on facility and necessary level of care and are contained in Exhibit G.

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.

(d) By September 30 of each of BEHAVIORAL HEALTH’S fiscal years, CONTRACTOR will provide BEHAVIORAL HEALTH with a cost report summarizing the cost of services provided to BEHAVIORAL HEALTH under the terms and conditions of this AGREEMENT. This report shall contain a breakdown of the costs of services; units of service provided and related items as specified in the State of California Cost Reporting/Data Collection Manual Cost Report Forms. These forms will be provided to CONTRACTOR by BEHAVIORAL HEALTH.

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. Contract shall comply with BEHAVIORAL HEALTH’S Conflict of Interest and Ownership/Control Attestation for Contractors reporting requirements as stated in Exhibit F, attached hereto and incorporated herein by reference.

(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. 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 CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act and all regulations adopted to enforce the same.

13. 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 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.

14. INDEMNIFICATION AND INSURANCE

(a) To the fullest extent permitted by law, PROVIDER shall defend (with legal counsel reasonably acceptable to BEHAVIORAL HEALTH) indemnify and hold harmless BEHAVIORAL HEALTH, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of PROVIDER or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in the connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of PROVIDER, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify BEHAVIORAL HEALTH, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of PROVIDER, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify BEHAVIORAL HEALTH, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the BEHAVIORAL HEALTH, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by BEHAVIORAL HEALTH. To the extent there is an obligation to indemnify under this paragraph; PROVIDER shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.
(b) Insurance. Without limiting PROVIDER’S indemnification of BEHAVIORAL HEALTH, PROVIDER shall provide and maintain at its own expense during the term of this AGREEMENT or as may be further required herein, the following insurance coverages and provisions. PROVIDER may elect to self-insure any of the coverages required by this AGREEMENT.

Prior to commencement of this AGREEMENT, PROVIDER shall provide BEHAVIORAL HEALTH Certificates of Insurance or Certificates of Self-Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by the AGREEMENT. Any required endorsements shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance or Certificates of Self-Insurance shall be sent to the following address:

Adult Services Branch Director
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd., Suite A
Post Office Box 1520
Yuba City, California 95992-1520

PROVIDER shall not proceed with the work under this AGREEMENT until it has obtained all insurance required and Certificates of Insurance have been provided to BEHAVIORAL HEALTH. All Certificates of Insurance shall provide that BEHAVIORAL HEALTH will receive thirty (30) days prior written notice of cancellation before the expiration date.

i. Insurance Required:

a. Comprehensive General Liability Insurance or Commercial Liability Insurance or a program of self-insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars ($1,000,000.00) each occurrence and is written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars ($2,000,000.00). Each type of insurance shall include coverage for Premises/Operations, Products/Completed Operations, Contractual Liability, Broad Form Property Damage, X/C/U Hazards and Personal Injury Liability. For either type of general liability insurance, coverage shall include the following endorsements:

(1) Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Sutter, the County of Yuba, and members of the Boards of Supervisors of Sutter and Yuba Counties, the officers, agents and employees of Sutter and Yuba Counties, individually and collectively, as additional insureds.

(2) Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance and other insurance maintained by the County of Sutter, the County of Yuba, their officers, agents and employees shall be excess only.
and not contributing with insurance provided under this policy.

(3) Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to BEHAVIORAL HEALTH at the address to which the Certificate of Insurance is sent as specified above.

(4) Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom the claim is made or a suit brought, except with respect to the policy’s limits of liability.

If PROVIDER elects to self-insure, then PROVIDER shall certify prior to commencement of this AGREEMENT that PROVIDER maintains a minimum of Two Million Dollars ($2,000,000) in its self-insurance trust funds for general liability. PROVIDER shall notify BEHAVIORAL HEALTH immediately if its self-insurance funds for general liability drop below Two Million Dollars ($2,000,000).

b. Professional Errors and Omissions Liability Insurance or a program of self-insurance in an amount of not less than Three Million Dollars ($3,000,000.00) and written on an occurrence basis.

If coverage is written on a claims made basis, such policy shall provide that:

(1) The policy retroactive date coincides with or precedes PROVIDER’S start of work (including subsequent policies purchased as renewals or replacements).

(2) If the policy is terminated for any reason during the term of this AGREEMENT, PROVIDER 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.

(3) If this AGREEMENT is terminated or not renewed, PROVIDER shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, PROVIDER 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 Professional Liability policies maintained pursuant to this section shall either be endorsed to name the Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba, individually and collectively, as additional insureds, or endorsed to provide that the insurance provided by the policy shall apply to liability assumed by the PROVIDER under written contract with BEHAVIORAL HEALTH.

If PROVIDER elects to self-insure, PROVIDER shall certify prior to commencement of this AGREEMENT that PROVIDER maintains a minimum of Three Million Dollars ($3,000,000) in its self-insurance trust funds for professional errors and omissions liability. PROVIDER shall notify BEHAVIORAL HEALTH immediately if its self-insurance funds for professional errors and omissions liability drop below Three Million Dollars ($3,000,000).

c. Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than One Million Dollars ($1,000,000.00) per occurrence for all employees engaged in services or operations under this AGREEMENT. PROVIDER may elect to maintain a program of self-insurance that satisfies all California statutory requirements.

d. Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

15. 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.

16. 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’ 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.
17. 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.

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

19. 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

Ridgeview Residential Center:
2096 Cascade Blvd.
Shasta Lake, CA 96019

Notice is effective upon receipt by the other party.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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 the 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.

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 have duly executed this AGREEMENT as of the dates of their signatures.

Sutter County Health and Human Services

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

Ridgeview Residential Center

By: ______________________________ Date: ____________________
    Arne Hyson, Executive Director

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

In full consideration of the payment herein provided for, CONTRACTOR shall provide the services described below in a manner consistent with the terms and provisions of this AGREEMENT.

A. BASIC AND ENHANCED SERVICES TO BE PROVIDED

1. Basic Services: It is agreed by BEHAVIORAL HEALTH and CONTRACTOR that the basic service level (the minimum array of services provided to Institute for Mental Disease (IMD) patients or Mental Health Rehabilitation Center (MHRC) patients) complies with respective California Code of Regulations defining the scope and responsibility of such facility-based services. The MHRC services as they currently exist or as they may be modified or added to during the term of this AGREEMENT includes, but are not limited to: Life skills training; behavior control and impulse control; physical education; money management; training on accessing community resources and services; transitional programs; work activity; vocational counseling; ADL’s, Restoration of activities of daily living; supervision of medication and education regarding medication, and discharge planning. The CONTRACTOR further agrees that basic services provided under this AGREEMENT will also include reasonable access to medical treatment and up-to-date psychopharmacology including atypical anti-psychotics, transportation to essential off-site therapeutic services, and bilingual/bicultural programming.

Enhanced Services: For enhanced services, the Enhanced Services Add-on Rate that will apply for each individual resident needing enhanced services. The amount of the Add-on rate will be agreed upon in advance within the range specified in Section 8 of the AGREEMENT. Enhanced services will consist of intensive supervision and unique mental health treatment interventions which will augment the basic MHRC services now being provided to seriously mentally disabled adults in the CONTRACTOR’S facilities. The enhanced treatment services being purchased by the BEHAVIORAL HEALTH from the CONTRACTOR are designed to meet the special needs of mentally disabled adults who have severe psychiatric illnesses and/or concurrent medical complications and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.
B. **ADMISSION POLICY AND ADMITTING CRITERIA**

1. BEHAVIORAL HEALTH and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR’S facility(ies). All admissions shall be subject to the screening procedures and standards mutually agreeable to CONTRACTOR and BEHAVIORAL HEALTH. The admission of all persons receiving services under this AGREEMENT must receive prior approval of the Branch Director or her/his authorized representative.

2. CONTRACTOR shall admit patients with a DMS IV diagnosis. Individuals in need of 24-hour nursing services within the scope of facility services, patients who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level of care facility shall be considered for admission.

3. The frequency, scope, and severity of these behaviors are determining factors for admission, which are negotiated between BEHAVIORAL HEALTH and CONTRACTOR for each client admission. The BEHAVIORAL HEALTH may grant individual exception to the admission criteria.

4. If the CONTRACTOR denies an admission, the BEHAVIORAL HEALTH’S authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the BEHAVIORAL HEALTH and CONTRACTOR may hold a “case conference” to discuss the reasons for the denial and the options available in meeting the client’s mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility and fall within the authority of the CONTRACTOR.

5. It is agreed by the BEHAVIORAL HEALTH and the CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

C. **BEHAVIORAL HEALTH LIAISON, PATIENT DISCHARGE PLANNING**

1. BEHAVIORAL HEALTH shall designate a Facility Liaison who shall be responsible for ongoing contact and consultation with BEHAVIORAL HEALTH patients and facility staff.

2. CONTRACTOR shall keep BEHAVIORAL HEALTH Liaison fully informed of each BEHAVIORAL HEALTH patient’s progress and shall collaborate in pre discharge and discharge planning.
3. BEHAVIORAL HEALTH Facility Liaison shall be responsible for arranging community supports deemed necessary for each BEHAVIORAL HEALTH patient to be discharged.

D. PROGRAM GOALS

1. Goals
   
   A. To assist County Behavioral Health in efficiently and effectively managing limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days.
   
   B. To stabilize the individual’s psychiatric condition through medication management and program services.
   
   C. To restore the individual’s level of functioning to the community to a lower level of care.
   
   D. To increase the individual’s motivation and skills toward self-restoration.
   
   E. To prevent or decrease the rate of decompensation, thus decreasing placements at higher, more costly levels of care.
   
   F. To provide the intensive staff required to supervise and treat behavioral psychiatric and medical conditions.
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 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 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

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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 _____________

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)
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:

- Mental 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 esta 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:
Administrador de Salud Mental (530) 822-7200
Administrador 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
EXHIBIT E
Sutter County Department of Health and Human Services
Code of Conduct

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
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 Medical Financial Interest Disclosure Form (DHCS 6207).

_______________________________
Printed Name

_______________________________  _________________
Signature                          Date
Ridgeview Residential Center

IMD 18-64 and Mental Health Rehabilitation Center

County Patch Rate Fiscal Year 2018-19 $115.00 per day