FIRST AMENDMENT TO AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER (MHRC) SERVICES AND INSTITUTION FOR MENTAL DISEASE (IMD) SERVICES FOR JULY 1, 2017 TO JUNE 30, 2019 (hereinafter referred to as "Amendment"), by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba (hereinafter referred to as "Behavioral Health"), and Willow Glen Care Center (hereinafter referred to as "Contractor"), modifies the Agreement between the Behavioral Health and Contractor which became effective July 1, 2017 (hereinafter referred to as "Agreement"). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

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

SECTION 8. COMPENSATION FOR SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2018:

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 invoice by the 10th day of each month following the month in which the services were provided. The invoice shall contain the minimum information for each patient billed as specified in Exhibit "C", attached hereto and incorporated herein by reference. Behavioral Health will pay invoices that are undisputed within 30 days of receipt. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

  Total annual reimbursement by Behavioral Health for services rendered by Contractor under the terms of this Agreement shall not exceed One Hundred and Seventy-Five Thousand Dollars ($175,000) for FY 2017-18 and shall not exceed One Hundred and Fifty Thousand Dollars ($150,000) for FY 2018-19. Total compensation payable to Contractor under this Agreement shall not exceed:

  THREE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($325,000.00)

  predicated on the following rates:

<table>
<thead>
<tr>
<th>Number of Clients</th>
<th>2017-18 Rates</th>
<th>2018-19 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-59</td>
<td>$160 per day</td>
<td>$170 per day</td>
</tr>
<tr>
<td>60-79</td>
<td>$140 per day</td>
<td>$150 per day</td>
</tr>
<tr>
<td>80-100</td>
<td>$120 per day</td>
<td>$130 per day</td>
</tr>
</tbody>
</table>
All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, it shall be resolved such that the provisions of this Amendment shall control in all respects.

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

Sutter County Health and Human Services

By: ___________________________  Date: 7-16-18
Nancy O'Hara, Director

Willow Glen Care Center

By: ___________________________  Date: 8-8-18
Authorized Signature

SUTTER COUNTY BOARD OF SUPERVISORS

By: ___________________________  Date: 7-10-18
Chairman

ATTEST

By: ___________________________
Clerk

APPROVED AS TO FORM

By: ___________________________
Sutter County Counsel
AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES

This Agreement for Mental Health Rehabilitation Center (MHRCs) and Institution for Mental Disease (IMD) Services ("Agreement"), effective July 1, 2017, is made and entered into by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba ("Behavioral Health"), and Willow Glen Care Center ("Contractor"), whose business address is 1547 Plumas Court, Yuba City, California 95991.

1. **TERM:** The term of this Agreement is July 1, 2017 to June 30, 2019, unless terminated by either party in accordance with the provisions of this Agreement.

2. **FACILITY ACCESS:** Contractor shall provide Behavioral Health with access to beds at the facility located at 1547 Plumas Court, Yuba City, California, hereinafter referred to as "Facility."

   It is Behavioral Health 's intent to utilize beds at the Facility. However, it is understood between both parties that due to available beds, client needs and service available, actual utilization of above Facility may vary. Behavioral Health may have access to additional beds provided that such additional beds are available for use. Behavioral Health may also have access to beds at additional facilities, operated by Contractor, provided additional beds are available.

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

   In addition to the above Services, Contractor and Behavioral Health shall develop a service plan for each patient. Such plan shall utilize treatment resources available to Contractor.

3. **ADMISSION POLICIES:** Contractor shall accept for services under this Agreement only those patients referred from Behavioral Health by 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 Director of the denial and of the reason or reasons for the denial.
The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County will pay the daily rate equivalent to that time.

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

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

5. RECORDS AND AUDIT: Contractor agrees to maintain accurate books and accounting records as required by Behavioral Health. Such books and accounting records shall be open to inspection by State, Federal and local auditors at any reasonable time. Contractor further agrees to maintain and prepare reports as required by Behavioral Health. Contractor shall retain financial records for at least 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 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 Director and to the State Department of Health Care Services or its designee, 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.

Total annual reimbursement by Behavioral Health for Services rendered by Contractor under the terms of this Agreement shall not exceed:

**ONE-HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 ($175,000.00)**

predicated on the following rates:

<table>
<thead>
<tr>
<th>Number of Clients</th>
<th>Rates Effective July 1, 2017</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$160.00</td>
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<td>$140.00</td>
</tr>
<tr>
<td>80-100</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

9. **RECORDS - ACCOUNTING:** The Contractor shall maintain adequate records. They 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. The Contractor shall provide quarterly and annual program reports to Behavioral Health in the format determined by the Director.

The 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. The Contractor shall provide the Director an annual audit prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the audit report shall be submitted to the Director within ninety (90) days of the close of Behavioral Health's fiscal year or termination of this Agreement.

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 County 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 the County'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 County to Contractor pursuant to this Agreement.

By September 30, of each of Behavioral Health's fiscal year 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.

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

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

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

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

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

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

(5) The name of any other disclosing entity (or fiscal agent or managed
care entity) in which an owner of the disclosing entity (or fiscal agent or managed care
entity) has an ownership or control interest.

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

(c) When the disclosures must be provided:

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

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

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

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

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

(e) Consequences for failure to provide required disclosures. Federal financial
participation (FFP) is not available in payments made to a disclosing entity that fails to
disclose ownership or control information as required by this section.
(f) Contractor shall consent to criminal background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider per 42 CFR 455.434(a)

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

11. AUDIT EXCEPTIONS:

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

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

12. INDEMNIFICATION:

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

(b) Behavioral Health shall indemnify, defend and hold harmless Contractor and its officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from Behavioral Health’s acts or omissions while performing under this Agreement. Behavioral Health’s obligations under this section cover, but are not limited to liabilities, claims, demands, damages and costs arising from injury to, or death of, any persons
(including Behavioral Health's, Counties' and Contractor's officers, employees, and agents) and from damage to, or destruction of, any property (including Behavioral Health's, Counties and Contractor's real or personal property).

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION: Contractor will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the Services to be provided pursuant to this Agreement. Contractor and County shall comply with the Health Insurance Portability and Accountability Act and all regulations adopted to enforce the same.

14. FEDERAL HEALTHCARE COMPLIANCE PROGRAM:

(a) In entering into this Agreement, Contractor acknowledges the County'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, County's Code of Conduct (Code of Conduct), attached hereto as Exhibit E, incorporated herein by reference. "Covered Individuals" are defined as employees of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

(b) Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County 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 Sutter County Behavioral Health Compliance Officer within thirty (30) days after the effective date of this Agreement for all employees.

(c) As required by the County's Program for Compliance with Federal Healthcare Programs, Contractor agrees that all of its employees who are Covered Individuals, both current and newly-hired, will, on an annual basis, review the Code of Conduct provided by the Sutter County Behavioral Health Compliance Officer.

(d) Contractor shall not enter into an agreement with any contractor who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.

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

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

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

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

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

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

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

All policies of insurance shall provide for the following:

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

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

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

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

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

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

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

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

Unless otherwise agreed by the parties, Contractor shall cause all its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as Behavioral Health may reasonably request.
The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

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

17. LICENSURE:

(a) If licenses are required for operation of the facilities covered under this Agreement, Contractor agrees to seek and maintain licensure for any and all facilities at all times during the duration of this Agreement. Prior to entering into the Agreement, Contractor will demonstrate to Behavioral Health that appropriate licensure has been received or that no licensure is required. This will be demonstrated by sending copies of appropriate licenses to Behavioral Health, PO 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 it has not been listed by a State or Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs and shall notify Behavioral Health immediately in the event such exclusion takes place.

(e) Contractor agrees to comply with the DHCS's site certification protocol conducted by Behavioral Health on a triennial basis.

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

<table>
<thead>
<tr>
<th>Medi-Cal Exclusionary List</th>
<th><a href="http://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(Home&gt;Publications&gt;Provider</td>
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<tr>
<td></td>
<td>Manuals&gt;Suspended &amp; Ineligible Provider List)</td>
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<td>Office of Inspector General</td>
<td>exclusions.oig.hhs.gov</td>
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<td>Department Board of Pharmacology</td>
<td>www2.dca.ca.gov</td>
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<tr>
<td>Board of Behavioral Sciences</td>
<td><a href="http://www.bbs.ca.gov">www.bbs.ca.gov</a></td>
</tr>
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<td>Board of Vocational Nursing &amp; Psychiatric Technicians</td>
<td><a href="http://www.bvnpc.ca.gov">www.bvnpc.ca.gov</a></td>
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<td>Physician Assistant Board</td>
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<td>Board of Psychology</td>
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</tr>
<tr>
<td>Board of Registered Nursing</td>
<td><a href="http://www.rn.ca.gov">www.rn.ca.gov</a></td>
</tr>
</tbody>
</table>

18. INDEPENDENT CONTRACTOR:

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

(b) All films, booklets, pamphlets or similar informational material on mental health services for which Contractor has received payment from Behavioral Health shall contain a statement that Contractor is a contract provider of Services under the Behavioral Health Program operated by Behavioral Health.
19. ASSIGNMENT PROHIBITED: Neither party shall assign this Agreement or any interest herein without written consent of the other party.

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

BEHAVIORAL HEALTH:
Sutter-Yuba Behavioral Health
1965 Live Oak Boulevard, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520

COPY TO:
Sutter County Board of Supervisors
1160 Civic Center Boulevard.
Yuba City, CA 95993

CONTRACTOR:
Willow Glen Care Center
1547 Plumas Court
Yuba City, California 95991

Notice is effective upon receipt by the other party.

21. EFFECTIVE WAIVER: The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

28. MEDI-CAL PROBLEM RESOLUTION:

(a) Provider Problem Resolution

(1) The Contractor has the right to access the appeal process at any time before, during, or after the Medi-Cal Problem Resolution process has begun, when the complaint concerns a denial or modified request for Behavioral Health payment authorization, or the processing or payment of a Contractor’s claim to Behavioral Health. The resolution process, as set forth in this section, is done so in compliance with California Administrative Code, Title 9, Sections 1850.305 through 1850.350, and shall apply only to the payment for services rendered as part of the Medi-Cal Specialty Behavioral Health Services program as set forth in California Administrative Code, Title 9, Division 1, Chapter 11.

Nothing in this agreement shall operate to relieve any party from complying with the requirements of the Government Claims Act (California Government Code Section 900, et seq.).

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

ii. If the Contractor is unable to resolve its complaint through the informal process it may request a formal Medi-Cal Provider Appeal in writing to:
   Sutter-Yuba Behavioral Health Plan
   Attention: Provider Appeals
   P.O. Box 1520
   1965 Live Oak Boulevard, Suite A
   Yuba City, California 95991
   Telephone: (530) 822-7200
   Fax: (530) 822-7108

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

   Department Of Health Care Services
(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 Director for Clinical Services (530) 822-7200
Quality Improvement Program Planner (530) 822-7200
Patient Rights Advocate (530) 623-3202
Toll Free: 1-800-923-3800
TTY-CRS 1-800-735-2929

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

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

29. **SERVICES AFTER TERMINATION DATE:** If Behavioral Health requests Contractor to continue to provide Services after the termination date of this Agreement and Contractor agrees to provide the Services, such Services shall be provided under the same terms and conditions of this Agreement until the date Behavioral Health notifies Contractor that Contractor's Services are no longer necessary or the effective date of a subsequent written agreement between Behavioral Health and Contractor for Contractor's Services.

30. **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: [Signature]
   Nancy O’Hara, Director
   Date: 8-3-17

Willow Glen Care Center
By: [Signature]
   Authorized Signature
   Date: 8-1-17

SUTTER COUNTY BOARD OF SUPERVISORS
By: [Signature]
   Chairman
   Date: 8-8-17

ATTEST
By: [Signature]
   Clerk
   APPROVED AS TO FORM

By: [Signature]
   Sutter County Counsel
EXHIBIT A

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

All services to be provided by this contract shall be aimed at improving the adaptive functioning of chronic mentally disordered patients to enable some patients to move into less restrictive environment and prevent other patients from regressing to a lower level of functioning.

Facilities shall have the capability of providing all of the following services. However, services provided to individual patients will be dependent upon the patient’s specific needs.

1. Self Help Skills Training. This shall include but not be limited to:
   a. Personal care and use of medications.
   b. Money management.
   c. Use of public transportation.
   d. Use of community resources.
   e. Behavior control and impulse control.
   f. Frustration tolerance.
   g. Mental Health education.
   h. Physical fitness.

2. Behavior Intervention Training. This shall include but not be limited to:
   a. Behavior modification modalities.
   b. Re-motivation therapy.
   c. Patient government activities.
   d. Group counseling.
   e. Individual counseling.

3. Interpersonal Relationships. This shall include but not be limited to:
   a. Social counseling.
   b. Educational and recreational therapy.
   c. Social activities such as outings, dances, etc.

4. Prevocational Preparation Services. This shall include but not be limited to:
   a. Homemaking.
   b. Work Activity.
   c. Vocational counseling.

5. Pre-release Planning.
A minimum average of 27 hours per week of direct group or individual program service will be provided for each patient.

In conjunction with the Director or his/her designee, Contractor will reassess each Behavioral Health patient at least every four (4) months to determine current level of functioning and individual program needs.
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 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 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 ______/______/_______

________________________________________________________________________

Signature

________________________________________________________________________

Title

Distribution: Facility
Client Chart
Placement Coordinator
EXHIBIT C

MONTHLY MHRCs AND IMD BILLING STATEMENT

INFORMATION

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

FACILITY INFORMATION:

Facility Name: ________________________________

Facility Address: ________________________________

Phone Number: (___) __________________________

PATIENT INFORMATION:

Patient Name: ________________________________

Social Security Number: ________________________________

1. Number of days of service rendered: ____________
   a. Dates of service: __________ to __________

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

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

4. Other Charges $ __________

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

SUTTER-YUBA COUNTIES MENTAL HEALTH PLAN
PROBLEM RESOLUTION PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sutter County Department of Human Services staff, contractors and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals we;

☐ Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.

☐ Provide all services in accordance with applicable federal, state and county laws and regulations.

☐ Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department's services, policies and procedures and fees we charge.

☐ Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.

☐ Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.

☐ Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Sutter County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.

☐ If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.

☐ Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Sutter, our department, its patients, clients or constituents.

☐ Do not use Sutter County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.

☐ Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.

☐ Will not solicit, advertise, or engage in personal business practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.

☐ Seek positive and cooperative relationships within Sutter County, our department, as well as with other government programs, vendors, contractors, community groups and industry to enhance services and resources available to the public.

☐ Ensure that all records in any medium are maintained in accordance with guidelines
established by the Sutter County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.

☐ All department staff, contractors and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Sutter County and our departmental 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  Date

________________________________________  __________________________
Signature  Date