

ORIGINAL

AGREEMENT FOR SERVICES # 3422

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Willow Glen Care Center, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c)(3) commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, duly qualified to conduct business in the State of California, whose principal place of business is 1547 Plumas Court, Yuba City, CA 95993, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide inpatient residential services for adults who have a serious mental disorder (hereinafter referred to as "Client" or "Clients"); and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

WHEREAS, the parties hereto have mutually agreed that upon execution of this Agreement for Services #3422, the existing Agreement for Services #800 (418-S1311) shall automatically terminate and Agreement #3422 shall supersede the Agreement #800 (418-S1311) in its entirety.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

A. Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

B. Client Eligibility: Patients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable Federal and State statutes.

C. Referral for admission to facility: Clients must be referred by the Health and Human Services Agency Mental Health Division or Public Guardian ("HHS") (with a Lanterman-Petris-Short conservatorship). Referrals for admission to Contractor's facility must be approved by Contractor's on-duty physician. Contractor shall not be required to accept referrals if it determined that there is insufficient bed capacity. Contractor shall not be required to accept referrals for treatment of individuals housed in jail, or other penal institutions. Contractor reserves the right to deny any referral at the sole discretion of the on-duty physician or clinical director.

D. Contractor agrees to furnish the personnel and equipment necessary to provide residential treatment services for adults with serious mental disorders who are referred to the Contractor by the County, pursuant to the laws and regulations of the State of California governing such programs. Contractor shall provide twenty-four (24) hour staffing and total Client care at Contractor's facility as prescribed by licensure requirements. Such services shall be in accordance with the vendor program summary attached hereto as Exhibit A, and incorporated by reference herein.

E. Service Plan: Contractor and County shall co-develop a service plan for each Client within thirty (30) days of admission, utilizing treatment resources available to Contractor. Contractor and Client shall develop a written behavioral contract including milestones and goals to be achieved prior to discharge.

F. Contractor shall adhere to the terms and conditions of this Agreement, and it is expressly understood and agreed between the parties hereto that County shall not authorize payment if Contractor fails to do so. County may provide retroactive authorization when special circumstances exist, as determined by the HHS Director or designee.

G. Contractor shall submit annual Client outcome information to County within sixty (60) days of fiscal year end. Outcome data will be based upon functional improvement of the Client. Functional improvement will be measured by the disposition of the Client at discharge. A discharge to a lower level of care indicates a positive outcome by the Client's successful completion and transition from the Contractor's program to a more independent living environment. Upon request of the County, Contractor shall provide an annual evaluation and conservatorship letter, signed by a physician or psychologist, for any Client.

H. Contractor shall collect and provide program implementation, financial, and related data and information, including an annual Cost Report, on the activities conducted hereunder as may be requested by County. It is understood and agreed that an essential element of this Agreement is the County's access to, and Contractor's timely submission of, program implementation, financial, and related data.

County Responsibilities:

- A. County shall refer Clients to Contractor in accordance with agreed-upon processes.
- B. County shall participate with Contractor in the co-development of a service plan for each Client within thirty (30) days of admission.
- C. County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B and incorporated by reference herein, each time a Client is absent from the Contractor's facility and requires that a bed be kept available for their return.
- D. County shall evaluate Contractor's performance under this Agreement after the completion of this Agreement. County shall maintain a copy of all written evaluations in the Contractor's contract file. The County's determination as to satisfactory work shall be final absent fraud, mistake, or arbitrariness.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire December 31, 2024 unless terminated by one of the parties pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

ARTICLE III

Compensation for Services:

A. Rates: As per Section 5912 of the Welfare and Institutions Code amended by Assembly Bill 1054(a), as long as contracts require institutions for mental disease to continue to be licensed and certified as skilled nursing facilities by the State Department of Mental Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services. Rates will be effective annually, on July 1, at the percentage increase established by the State Department of Health Care Services. Notice of rate changes shall be submitted, in writing, to the address noted in the Article titled, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein. Rates for Mental Health Rehabilitation Center services shall be as set forth herein below.

Fiscal Year 2018-2019, rates shall be as follows:	
Daily Rate	\$310 per day
Board and Care Rate	\$810 per month

B. Residential Rates: Rates for residential treatment services shall be as set forth herein below. Any change to rates shall be modified by mutual consent, in accordance with the Article titled "Changes to Agreement" herein. However, in no event shall rates exceed actual cost of services provided.

Daily Census of Clients	Units	Rate
Fiscal Year 2018-2019, rates shall be as follows:		
01-59	Day	\$170
60-79	Day	\$150
80-100	Day	\$130

C. It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the Health and Human Services Agency Director, or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in the Article titled "Insurance" hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.

D. County Medical Services Program (CMSP): For all Clients who are admitted with coverage under CMSP the following payment procedures will apply:

1. Contractor shall bill Advanced Medical Management Inc. for CMSP inpatient days as applicable.
2. For County Clients who are CMSP members, County will be charged the rate set forth in the Article titled "Compensation for Services" less a credit for payment due from CMSP.
3. Inpatient days that cannot be billed to CMSP shall remain the financial responsibility of County at the rate set forth in the Article titled "Compensation for Services."
4. Any credit provided to County for a CMSP billing that is subsequently disallowed shall be reimbursed by County to Contractor.

E. Social Security Income ("SSI") Benefits: For Clients who receive SSI benefits, or have sufficient alternative income, Client/Client's payee is required to pay current SSI/SSP monthly rate. Partial months shall be prorated by Client's length of stay at a daily rate not to exceed SSI/SSP benefit.

For Clients who do not receive SSI benefits, or have insufficient income to pay their residential share of cost, County will pay an additional amount based on rates for "Single people: Non-medical out-of-home care" (SSA Publication No. 05-11125 "Monthly SSI payment amounts" available at <http://www.socialsecurity.gov/pubs/>) per month until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client by Contractor for any period during which County paid this residential share of cost, Contractor will reimburse for such payments.

F. Bed Holds: Holding a bed while a Client is absent from the facility shall require written preauthorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B). Bed holds shall be paid at the same rate as if the Client were present at the facility, as established in the table incorporated hereinabove. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHS Director or designee.

G. Ancillary Daily Fee: In addition to the rates defined herein, an ancillary daily fee for extremely difficult behaviors of \$100/day shall apply when one-to-one Client supervision is necessary to ensure the safety of the Client and staff. This fee is subject to pre-approval by the County, and shall be separately identified on invoices.

H. Conservatorship Evaluation and Letter: The fee for an annual evaluation and conservatorship letter shall be \$200. Any additional evaluations required by a physician or psychologist shall be provided at no additional charge.

I. Invoices/Remittances: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from the HHS Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services." Invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.

Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Willow Glen Care Center Attn: Accounts Receivable 1547 Plumas Court Yuba City, CA 95993

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

In the event that Contractor fails to deliver the documents pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all

payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination, and Cancellation."

ARTICLE IV

Not to Exceed: Total amount of this Agreement shall not exceed \$2,500,000.00.

ARTICLE V

Cost Report: Contractor shall submit an annual Cost Report to County on or before October 31st of each year for the preceding fiscal period of July 1st through June 30th ("fiscal period"). Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein.

The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice.

It is agreed between County and Contractor that the rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the fiscal period be less than the rates identified herein, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31st following the fiscal period. Based upon written approval by the HHSA Director, this reimbursement may be made via monthly installment payments for up to six (6) months.

ARTICLE VI

Sub-recipient Terms and Conditions: Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the California Department of Health Care Services for "Mental Health Plan" Available at https://www.edc.gov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, "Mental Health Plan." Noncompliance with the aforementioned terms and conditions may result in termination of this Agreement by giving written notice as detailed in the Article titled, "Default, Termination, and Cancellation."

By signing this Agreement, Contractor acknowledges that, as a sub-recipient of Federal and State funding, Contractor is obligated to adhere to all terms and conditions defined in the Agreement in effect at the time services are provided between County and California Department of Health Care Services, "Mental Health Plan" including but not limited to Exhibit D(F):

ARTICLE VII

Quality Assurance and Utilization Review: Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations, and guidelines operative during the term of this Agreement. Contractor shall comply with existing Federal regulations for utilization review pursuant to Title 42, Code of Federal Regulations, Subpart D. These shall include certification of need for care, evaluation and medical review, plans of care and utilization review plan. Contractor shall establish a Utilization Review Committee with the function to determine that admissions and length of stay are appropriate to that level of care and to identify problems with quality of care. Composition of the committee shall meet minimum Federal requirements.

ARTICLE VIII

Record Retention: Contractor and its subcontractors providing services under this Agreement agree to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California law, including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation. Records shall be maintained on all Clients admitted or accepted for treatment in accordance with Title 22, CCR§ 71551.

ARTICLE IX

Access to Records: Contractor shall provide access to Federal, State, or County authorities to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code Section 8546. 7. In order to facilitate these potential examinations and audits, Contractor shall maintain for a period of at least three years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

ARTICLE X

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall include in any subcontract all the terms and conditions of the Article titled "Special Terms and Conditions" in this Agreement. Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and shall require that all subcontractors comply with all pertinent Federal and State statutes and regulations.

ARTICLE XIV

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Hold Harmless: Contractor agrees to hold harmless the State of California and its beneficiaries in the event the County cannot or shall not pay for services performed by the Contractor pursuant to this Agreement.

ARTICLE XVI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. Transfer of Care: Prior to the termination or expiration of this Agreement and upon request by the County or State of California DHCS, Contractor shall assist in the orderly transfer of beneficiaries' mental health care. In doing this, the Contractor shall make available to County or the State of California copies of medical records, Client files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by County. Costs of reproduction shall be borne by the County. In no circumstances shall a beneficiary be billed for this service.
- F. Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

WILLOW GLEN CARE CENTER
1547 PLUMAS COURT
YUBA CITY, CA 95991
ATTN JEFF PAYNE, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XIX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Confidentiality and Information Security: Contractor shall comply with applicable laws and regulations, including but not limited to §§ 14100.2 and 5328 et seq. of the Welfare and Institutions Code, § 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Contractor shall comply with terms and conditions in accordance with the Agreement between County and California Department of Health Care Services, including "Exhibit C- HIPAA Business Associate Addendum" incorporated by reference as if fully set forth herein.

ARTICLE XXI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

Litigation: The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XXIII

Waivers: A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as

cumulative; that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce said provisions.

ARTICLE XXIV

Debarment and Suspension: The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any subcontractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or sub-recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub-recipient covered transactions.
- G. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- H. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

- I. The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

ARTICLE XXV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance

maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Non-Discrimination Provisions: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including human immunodeficiency virus ["HIV"] and acquired immune deficiency syndrome ["AIDS"]), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code ["GC"] § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations ["CCR"] Title 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 CCR, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap.

Contractor shall comply with the provisions of § 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, § 1820.205, § 1830.205 or § 1830.210, prior to providing covered services to a beneficiary.

ARTICLE XXX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXIV

Licenses:

- A. Inpatient Contracts and Subcontracts: If this Agreement is for inpatient services, the Contractor acknowledges that Contractor must maintain necessary licensing and certification, and must include in all subcontracts for inpatient services that subcontractors maintain necessary licensing and certification.
- B. Permits and Licenses: The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful execution of the work.

Contractor shall keep informed of, observe, comply with, and cause all of its agents, subcontractors and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the County in writing.

Contractor shall submit a copy of any licensing report issued by a licensing agency to HHSA within ten (10) business days of Contractor's receipt of any such licensing report.

ARTICLE XXXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Deputy Director, Health and Human Services Agency, or successor.

(DDP)

Willow Glen Care Center

18 of 34

#3422

ARTICLE XXXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XL

Special Terms and Conditions: By signing this Agreement, Contractor and any of Contractor's subcontractors providing services under this Agreement, pursuant to the Article titled "Assignment and Delegation," shall comply with these terms and conditions.

Furthermore, by signing this Agreement, in accordance with Title 9, CCR § 1810.435, Contractor certifies:

- A. Contractor possesses and shall maintain throughout the term of this Agreement, the necessary license to operate pursuant to the terms and conditions herein;
- B. Contractor shall provide appropriate supervision of staff;
- C. Contractor shall have as head of service a licensed mental health professional or mental health rehabilitation specialist as described in Title 9, CCR §§ 622 through 630.
- D. Contractor shall possess appropriate liability insurance;
- E. Contractor shall maintain a safe facility;
- F. Contractor shall store and dispense medications in compliance with all pertinent State and federal standards;
- G. Contractor shall maintain Client records in a manner that meets State and federal standards;
- H. Contractor shall meet the County Quality Management Program standards and requirements, available upon request, and incorporated hereto as if fully set forth herein;
- I. Contractor shall have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to Title 9, CCR § 1810.105; and

J. Contractor shall meet any additional requirements established by the County as a part of the credentialing or other evaluation process.

ARTICLE XLI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:



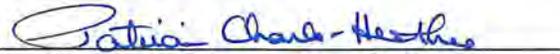
Jamie Samboceti
Deputy Director
Health and Human Services Agency

Dated:

11/5/18

Requesting Department Head Concurrence:

By:



Patricia Charles-Heathers, Ph.D.
Director
Health and Human Services Agency

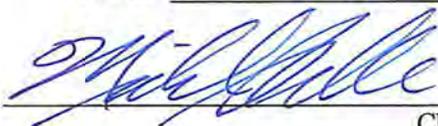
Dated:

11/6/18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/4/2014

By: 

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 12/4/2014

-- CONTRACTOR --

WILLOW GLEN CARE CENTER, INC.
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

By: 

Jeff Payne
Executive Director
"Contractor"

Dated: 11-7-18

EXHIBIT “A”
Willow Glen Care Center Program Summary

Willow Glen Care Center (WGCC) operates 24-hour residential care facilities for adults and the elderly with mental health conditions, as noted below. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. WGCC specializes in serving elderly and adults with severe and persistent mental health conditions and is operated by a nonprofit, 501 (c)(3) corporation in California.

GOLDEN BEGINNINGS

Golden Beginnings is a 20-bed program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly with chronic mental illness. The program recognizes that this important life stage is one where the residents seek stability, security, reflection, and focus on the pleasures of their life. The program provides an environment that assists the residents to recognize and adapt to the challenges of aging with mental illness, while preserving the resident’s personal sense of dignity and hope.

The Center’s facilities provide specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual’s mental health status, prevention of a mental health crisis, stabilization, and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health agencies or other community mental health providers to ensure that residents are placed in the program that best matches the resident’s physical and mental health needs.

Golden Beginnings is designed for long-term residents; however those residents requiring temporary assistance for recovery from illness, or psychiatric emergencies are also eligible for placement. Residents will be discharged or transferred from this program when the resident no longer requires specialty services or needs a higher level of medical or psychiatric care. The desired outcome for residents is a successful, stable placement in a long-term care program that provides a safe environment and specialty mental health services while assisting the resident to maintain a personal sense of dignity.

INTENSIVE RESIDENTIAL CARE

Intensive Residential Care (IRC) is a 40-bed program in the Willow Glen Care Center facility specializing in residential care for the chronically mentally ill elderly adults who are unable to maintain traditional residential placement because of persistent behavioral problems. It is oriented to stabilize the mental health condition of those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, institution for mental disease (IMD), or state hospital to a lower level of supervised care.

The IRC Program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

The primary objective of the IRC Program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.

Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.

ROSEWOOD CARE CENTER (RWCC)

Rosewood is a 40-bed Adult Residential Program within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on providing interventions and skill building for residents to maintain placement in less restrictive levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introduction to advanced life skills education and training to provide individualize care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.

The program offers structure, support, and guidance for the needs of each resident, and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

SEQUOIA HOUSE

Sequoia House is a 16-bed Adult Residential Program. The program adopts the principals of wellness and recovery and has a specific focus on assisting the resident to develop independent living skills necessary to live in a community-based program or live independently.

The program will provide adult clients requiring residential and mental health services with a community-based alternative to institutional placements. Program components of Independent Living Skills, Wellness and Recovery Principals, Communication and Social Skills will be employed to prepare the resident for transition back to the resident's home community.

TRINITY PINES

Trinity Pines is a 12 bed Adult Residential Facility serving individuals ages 18–59. Services are individually targeted and focused on comprehensive life skills development to reduce the consumer’s dependence on higher levels of 24-hour care and emergency psychiatric services in order to maintain an independent living arrangement.

Trinity Pines staff works in collaboration with County Mental Health, Case Managers, the Public Guardian, and the individual consumer to develop a comprehensive plan for community re-integration from out of county higher levels of care.

Trinity Pines is committed to fostering empowerment, hope, and self-reliance as essential tools for successful independent living for the consumer. The program assists the consumer to develop and independently maintain skills such as medication management, money management, appoint scheduling/attendance, use of public transportation, interpersonal development, and self-advocacy in preparation for independent living in their home community.

MISSION

WGCC is a Clients First organization that promotes self-awareness and acceptance in personal wellness and recovery. WGCC works within the county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment for adults with severe and persistent mental illness. WGCC is committed to providing resources that facilitate community re-entry by promoting personal responsibility, independence, and courage, while preserving self-respect, human dignity, and hope.

ADMISSION CRITERIA

WGCC is intended for individuals who have an identifiable dementia, or other mental health condition or crisis, requiring temporary or long-term placement outside of their home. WGCC accepts “voluntary” and “conserved” elderly and adult residents who are referred from County Mental Health agencies or community mental health providers who meet the admission criteria established for the program.

Inclusions:

- The resident must have a qualified mental health diagnosis.
- For WGCC – the resident must be 60 years or older or have filed an exception for age.
- For RWCC – the resident must be 18 – 59 years old or have filed an exception for age.
- For Trinity Pines – the resident must be 18-59 years or have filed an exception for age.
- The resident must be admitted voluntarily or by a legal guardian/conservator and must consent to treatment.
- The resident must have an emergent or long term related mental health need that cannot be treated at a lower level of care.
- The resident must be free from alcohol or drug use for at least 24 hours prior to entering the program.

- The resident must be referred from County Mental Health, the Public Guardian (with a Lanterman-Petris-Short Conservatorship) or have the approval of the WGCC Medical Director.

Exclusions:

- The resident must not be actively dangerous to self or others.
- The resident must not have a need for a higher level of acute psychiatric care.
- The resident must not have a need for acute medical treatment or nursing care.
- The resident must not have an acute case of communicable tuberculosis.
- The resident must not have a condition that renders them bedridden.
- The resident must not have a primary diagnosis of drug or alcohol problems.

DISCHARGE CRITERIA

Residents are discharged or transferred from WGCC when (1) the resident has successfully completed a treatment plan and no longer needs this level of residential care, (2) the resident or their conservator requests a transfer or discharge, or (3) the resident needs a higher level of medical or psychiatric care.

Discharge Criteria:

- The resident has demonstrated that they meet one or more of the following criteria:
 - Resident has met the criteria for discharge listed in the Treatment Plan;
 - Resident has alleviated all crisis and/or other symptoms; and
 - Resident has demonstrated the ability to function in a less restrictive environment.

OR

- The resident has demonstrated need for a higher level of medical or psychiatric care;
- The resident has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
- The resident has repeatedly disregarded the house rules and/or the responsibilities and expectations;
- The resident has demonstrated threats or other dangerous behavior to other residents or staff;
- The resident has engaged in property damage or theft;
- The resident has brought contraband articles or material onto the property;
- The resident has engaged in drinking alcohol or using illicit drugs while residing at WGCC;
- or
- The resident has expired.

WGCC has established relationships with other providers to handle medical back up, emergencies, higher levels of care, and other referral needs. It is expected that all residents moving to a lower level of care (e.g., board and care) would be returned to the county of origin for placement.

LENGTH OF STAY & PROGRAM FLEXIBILITY

Length of stay at WGCC varies in accordance with resident-specific needs. WGCC has multiple programs that are designed to respond to both the short and long-term needs of residents in placement. Short-term care for residents is principally focused on personal wellness and recovery, and active discharge planning. Long-term care for some residents with an active mental health condition averages over twelve months. Residents may stay beyond this average length of stay depending on their mental health status.

Treatment progress is reviewed at least monthly or more often as necessary, by the treatment team, the resident's guardian, and county case management to determine ongoing service necessity. When appropriate the treatment team may recommend and transfer from one program to another at WGCC in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.

EXHIBIT "B"

BED HOLD AUTHORIZATION

County of El Dorado Health And Human Services Agency, Mental Health Division:

Resident: _____

Reason for Absence from Facility:

I, _____, authorized representative for County of El Dorado Health and Human Services Agency, Mental Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Authorized Representative

Public Guardian / Payee:

Resident: _____

Reason for Absence from Facility:

I, _____, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Public Guardian / Payee

Exhibit "C"
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:

- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
6. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.