

AGREEMENT FOR SERVICES #366-173-M-E2010  
AMENDMENT I

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This Amendment I to that Agreement for Services #366-173-M-E2010, made and entered into 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; (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide residential treatment services for mentally disordered adults for the Health Services Department, Mental Health Division in accordance with Agreement for Services #366-173-M-E2010, dated May 25, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III – Compensation for Services*; and *Article IV – Mandated Reporter Requirements*; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #366-173-M-E2010 shall be amended a first time as follows:

- 1) Effective January 20, 2011, Article III, Compensation for Services, shall be amended in its entirety to read as follows:

ARTICLE III

**Compensation for Services:** 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 County Health Services 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 ARTICLE I, "Scope of Services."

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. Payment shall be made for actual services rendered and shall not be made for

service units the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, and b) dates of service detail for each client, and c) program number of individual client.

For the purposes of this Agreement, the billing rate shall be based on the total number of clients in the facility, as follows:

01 - 45 clients	\$128 per day
46 - 74 clients	\$108 per day
75 - 100 clients	\$88 per day

For clients who receive Supplemental Security Income (SSI) benefits or have sufficient alternative income, client/client's payee is required to pay an additional \$32 per day to Contractor as their residential share of cost.

For clients who do not receive SSI benefits and do not have other income, County will pay an additional \$32 per day until such time as 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 for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available.

"Bed holds" shall be subject to execution of a "Bed Hold Authorization" form, attached as Exhibit B, and shall be paid at the daily rates identified above. In addition to the above rates, an ancillary daily fee for extremely difficult behaviors of \$100 per 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 invoice(s).

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.

Total amount of this Agreement shall not exceed \$57,470.

2) Article IV, Mandated Reporter Requirements, shall be amended in its entirety to read as follows:

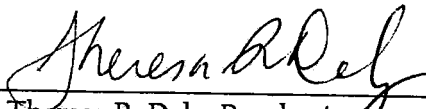
#### **ARTICLE IV**

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.



IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #366-173-M-E2010 on the dates indicated below.

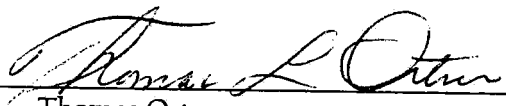
-- COUNTY OF EL DORADO --

By:   
Theresa R. Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 4/8/11

-- CONTRACTOR --

WILLOW GLEN CARE CENTER,  
A CALIFORNIA CORPORATION

By:   
Thomas Ortner  
Executive Director  
"Contractor"

Dated: 3-29-11

AGREEMENT FOR SERVICES #454-S1010

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**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, a California corporation, 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 residential treatment services for mentally disordered adults for the Health Services Department, Mental Health Division; 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;

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

## ARTICLE I

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide residential treatment services for mentally disabled adults who are referred to Contractor by the County, pursuant to the laws and regulations of the State of California governing such programs. Contractor shall provide 24-hour staffing and total patient care at Contractor's facility as prescribed by licensure requirements. Such services shall include, but not be limited to, those program services outlined in the attached Exhibit "A" entitled "Program Summary", incorporated herein and made by reference a part hereof. County may reserve a bed while a client is in acute care by signing a "Bed Hold Authorization", an example of which is attached hereto as Exhibit "B".

Contractor and County shall co-develop a service plan for each patient, within 30 days of admission, utilizing treatment resources available to Contractor. Contractor and patient shall develop a written behavioral contract including milestones/goals to be achieved prior to discharge.

Contractor will make annual client outcome information available to County within 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 Willow Glen program to a more independent living environment. Contractor shall provide a written evaluation and conservatorship letter annually for any client, upon request of the County.

Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the State Department of Mental Health for Managed Mental Health Care including but not limited to, payment authorizations, utilization review, beneficiary brochure and Contractor lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to Contractor by County under separate cover.

## ARTICLE II

**Term:** The term of this Agreement shall be for the period of April 15, 2010 through April 14, 2013, unless terminated earlier pursuant to provisions under Article XII or Article XIII herein.

## ARTICLE III

**Compensation for Services:** 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 County Health Services 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 ARTICLE I, "Scope of Services."

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. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, and b) dates of service detail for each client, and c) program number of individual client.

For the purposes of this Agreement, the billing rate shall be based on the total number of clients in the facility, as follows:

01 – 45 clients	\$128 per day
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“Bed holds” shall be subject to execution of a “Bed Hold Authorization” form, attached as Exhibit “B”, and shall be paid at the daily rates identified above. In addition to the above rates, an ancillary daily fee for extremely difficult behaviors of \$100 per 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 invoice(s).

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.

Total amount of this Agreement shall not exceed \$57,470.

#### ARTICLE IV

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

#### ARTICLE V

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 76.

By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 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 of 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 Paragraph b(2) herein;

D. Have not within a three (3)-year period preceding this application/proposal/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 covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), 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 covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

#### **ARTICLE VI**

**Records Retention:** Contractor shall keep books and records as prescribed by County for each client of the Contractor for five (5) years together with complete and adequate financial records for all expenditures made by Contractor in connection with the administration of the program. Such records shall be open for inspection on request by the County program manager, or designee, at times mutually agreed upon by the parties hereto.

#### **ARTICLE VII**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "C", which is incorporated herein for all intents and purposes.

#### **ARTICLE VIII**

**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 IX

**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 X

**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.

## ARTICLE XI

**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 XII

**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.

### **ARTICLE XIII**

#### **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.

### **ARTICLE XIV**

**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 SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

WILLOW GLEN CARE CENTER  
1547 PLUMAS COURT  
YUBA CITY, CA 95991  
ATTN: THOMAS ORTNER, EXECUTIVE DIRECTOR

Or to such other location as the Contractor directs.

#### **ARTICLE XV**

**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 attorneys 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 XVI**

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

- A. Full Workers' Compensation and Employers' 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 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 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, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County 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 the 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 thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, 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 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 the protection of the County.

#### **ARTICLE XVII**

**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 XVIII**

**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 XIX**

**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 XX**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have 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 XXI**

**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 XXII**

**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 XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Deputy Director, Health Services Department, Mental Health Division, or successor.

#### **ARTICLE XXIV**

**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 XXV**

**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.

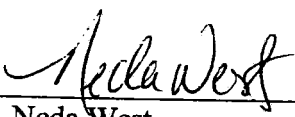
**ARTICLE XXVI**

**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 XXVII**

**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.

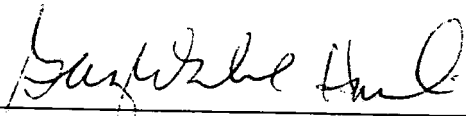
**Requesting Department Head Concurrence:**

By:   
Neda West  
Director  
Health Services Department

Dated: 5-2-10

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


**-- COUNTY OF EL DORADO --**

By:   
Gayle Erbe-Hamlin, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 5/25/10

**-- CONTRACTOR --**

WILLOW GLEN CARE CENTER,  
A CALIFORNIA CORPORATION

By:   
Thomas Ortner  
Executive Director  
"Contractor"

Dated: 5-11-10

# **EXHIBIT "A"**

## **Program Summary**

### **Introduction**

The Willow Glen Care Center operates 24-hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the Elderly, a licensed 56 bed Adult Residential Facility, in Yuba City, California, and a 12 bed Adult Residential Facility in Paradise, California. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. The Center specializes in serving elderly and adults with severe and persistent mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

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 which best matches the resident's physical and mental health needs.

### **Mission**

Willow Glen Care Center is a Clients First organization that promotes self-awareness and acceptance in personal wellness and recovery.

Willow Glen Care Center 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.

Willow Glen Care Center is committed to providing resources that facilitates community re-entry by promoting personal responsibility, independence and courage, while preserving self-respect, human dignity and hope.



## **Admission Criteria**

Willow Glen Care Center 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. Willow Glen 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:

Resident must have a qualified mental health diagnosis

For WGCC-Resident must be 60 years or older or have a filed exception for age;  
For RWCC-Resident must be 18–59 years old or have a filed exception for age  
For Trinity Pines-Resident must be 18-59 years or have a filed exception for age

Resident must be admitted voluntarily or by a legal guardian/conservator and consent to treatment

Resident must have an emergent or long term related mental health need that cannot be treated at a lower level of care

Resident must be free from alcohol or drug use for at least 24 hours prior to entering the program

Resident must be referred from County Mental Health, the Public Guardian (with an LPS Conservatorship) or have the approval of the Willow Glen Care Center Medical Director

### Exclusions:

Resident must not be actively dangerous to self or others

Resident must not have a need for a higher level of acute psychiatric care

Resident must not have a need for acute medical treatment or nursing care

Resident must not have an active case of communicable tuberculosis

Resident must not have a condition that renders them bedridden

Resident must not have a primary diagnosis of drug or alcohol problems

## **Discharge Criteria**

Residents are discharged or transferred from Willow Glen Care Center 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

Resident has demonstrated ability to function in a less-restrictive environment

(OR)

Resident has demonstrated need for a higher level of medical or psychiatric care

Resident has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter productive behavior

Resident has repeatedly disregarded the House Rules and/or the Responsibilities and Expectations

Resident has demonstrated threats and/or other dangerous behavior to other residents or staff

Resident has engaged in property damage or theft

Resident has brought contraband articles or material onto the property

Resident has engaged in drinking alcohol or using illicit drugs while residing at Willow Glen Care Center

Resident has expired

Willow Glen 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.

## **Programs**

### Intensive Residential Care Program

The Intensive Residential Care (IRC) Program is a 40-bed program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to 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, I.M.D. or State Hospital.

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.

### Willow Glen Program

The Willow Glen Program is designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progressing to a lower level of care. The program will offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting. Continuous assessment of the long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.

Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated.

### Golden Beginnings Program

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

Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. A familiar décor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.

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.

### Rosewood Program

The Rosewood Program is a 40-bed adult residential facility 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 returning residents to their communities into lower levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized 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 Program

Sequoia House is a 16 bed Adult Residential Facility serving individuals age 18-59. The program adopts the principals of wellness and recovery and has a specific focus on assisting the resident to obtain and retain the independent living skills necessary to reduce their dependence on 24-hour care and supervision.

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 Program

Trinity Pines is a 12 bed Adult Residential Facility serving individuals 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, appointment scheduling/attendance, use of public transportation, interpersonal development and self advocacy in preparation for independent living in their home community.

## **Length of Stay and Program Flexibility**

Length of stay at Willow Glen varies in accordance with resident-specific needs. The Center 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 coordinate with the guardian and county mental health agency for the resident's transfer from one program to another at the Center 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 Mental Health:**

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_ County Mental Health hereby authorize Willow Glen Care Center to hold the bed of \_\_\_\_\_ while he/she is in acute care. Holding the bed is guaranteeing continued mental health patch payment to Willow Glen Care Center for the duration of hospitalization or until notice of discharge.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

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**Public Guardian/Payee:**

I, \_\_\_\_\_, Public Guardian/Payee hereby authorize Willow Glen Care Center to hold the bed of \_\_\_\_\_ while he/she is in acute care. Holding the bed is guaranteeing the board and care payment to Willow Glen Care Center for the duration of hospitalization or until notice of discharge.

\_\_\_\_\_  
Public Guardian/Payee

\_\_\_\_\_  
Date

\*Failure to respond within 24 hours will result in automatic discharge. Client may be re-admitted pending bed availability.

EXHIBIT "C"  
HIPAA Business Associate Agreement

This HIPAA 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 entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; 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); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

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 Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County



- (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - 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, Contractor 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 Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
      - (a) The disclosure is Required by Law; or
      - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
        - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
        - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
    - (3) 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.
    - (4) not disclose PHI disclosed to Contractor 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.
    - (5) de-identify any and all PHI of County received by Contractor 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. Contractor 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 Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
  - A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.

- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor 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.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, 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.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need

have no information for disclosures occurring before April 14, 2003).

- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor 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 Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor 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 Contractor 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 Contractor, or created or received by Contractor 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 Contractor, the County shall either:
- (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the Contractor 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 Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
  - (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor 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 from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to 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 arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor 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 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their 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 Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor 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 Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

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 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

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.

Dated: 5-11-10

Dated: 5/25/10

Signed: Thomas Ortner  
Thomas Ortner  
Executive Director  
Willow Glen Care Center

Signed: Gayle Erbe-Hamlin  
Gayle Erbe-Hamlin  
Purchasing Agent  
El Dorado County