



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03928-21
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7744
SUBJECT ACCOUNT:
3134, 3153

1. This Contract is entered into between the County of Solano and the Contractor named below:
Willow Glen Care Center

CONTRACTOR'S NAME

2. The Term of this Contract is:
November 1, 2020 – June 30, 2022

3. The maximum amount of this Contract is:
\$1,780,435

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on October 7, 2020.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contract details, signatures of Jeff Payne and Birgitta E. Corsello, and signatures of Gerald R. Huber and Ryan Fitzgerald.

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. PROGRAM DESCRIPTION

Contractor will provide sub-acute inpatient residential treatment, including rehabilitation and/or stabilization services for clients referred by the County with the express intent of increasing client independence and stability in their lives. These services will result in clients moving toward independent community living and reduction of hospitalizations, incarcerations, and other more restrictive levels of care.

Contractor will provide treatment in a 24-hour care facility which will include settings that are either Sub-Acute locked Treatment, unlocked Residential Treatment Services, and Board and Care.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

2. PROGRAM SPECIFIC ACTIVITIES

- A. Sub-Acute Inpatient Treatment: (Cedar Grove: 44-bed facility and Sequoia: 16-bed facility)
Provide sub-acute locked residential treatment, including rehabilitation and/or stabilization services, for seriously and persistently mentally ill persons referred by County. The severely and persistently mentally ill persons referred by County will hereinafter be referred to as "client(s)".
1. Provide treatment that is specific to the population specialty and individualized to each client's medical and psychiatric diagnosis
 2. Offer a full range of psychiatric rehabilitation services and treatment activities to clients. These activities will promote stabilization of mental health disorders with the goal of reintegrating clients into the community. Evidence of these activities will be documented by Contractor in the client's records. These activities will include but are not limited to:
 - a. Psychological assessment
 - b. Symptom management training
 - c. Activities of daily living training
 - d. Group treatment
 - e. Social skills training
 - f. Vocational readiness training
 - g. Medication monitoring and management
 - h. Wellness & Recovery activities
 - i. Oversight of primary care needs
 3. Participate in County discharge planning and concurrent Utilization Review processes.
 - a. Communicate with the designated Solano County Mental Health staff on a routine basis as requested by County staff to determine an appropriate treatment/discharge plan. Each plan shall include a potential timeline for discharge and a treatment/discharge plan and identify the required outpatient services and housing that will ensure stabilization in the community.
 - b. The goal for the client is to be discharged into the lowest level of care suitable to their mental health condition.

- c. The treatment and environment for them will focus on best care practices and quality of life.
 - d. Transfer requests for patients will be worked on collaboratively to identify a suitable placement as soon as possible.
 - e. Provide County staff with a written copy of the treatment/discharge plan and any subsequent changes and revisions of that plan
 - f. Each client is assigned to a County case manager who oversees the treatment plan and collaborates with the contractor.
 - g. Transfer requests for clients shall be worked on collaboratively to identify a suitable placement as soon as possible.
 - h. Provide County staff with a written copy of the treatment/discharge plan and any subsequent charges or revisions of that plan.
 - i. Provide timely updates on any status changes for clients served so that County staff may either participate or discuss with the treatment team prior to meeting.
 - j. Provide County with schedule of Treatment Team meetings at least two (2) weeks in advance.
4. LPS Conservatorship Process
- a. Assist with and/or provide County, at County's request, timely status reports regarding conserved clients.
 - b. Assist County, at County's request, in the process of renewing Lanterman-Petris-Short Act (LPS) conservatorships including, but not limited to, timely providing original Physicians Declarations required for renewal of an LPS conservatorship and copies of documents requested in a timely manner.
 - c. Provide a staff psychiatrist or other necessary staff, to testify at LPS-related judicial proceedings at no additional cost to County.
5. Cedar Grove, a 44-bed Mental Health Rehabilitation Center and Sub-Acute Inpatient Treatment program: The County will provide a five (5) "bed guarantee" for placement of LPS conserved clients or those court-ordered for competency restoration. Contractor shall ensure County access to the 5 designated sub-acute treatment beds at its facility, 24 hours a day, 7 days a week. These beds will include all services normally rendered by an MHRC.
- a. Contractor shall make the determination of admission for referred clients in a timely manner and within 2 business days of receiving a complete referral packet. In the unusual circumstance when the Contractor is unable to make a determination within 2 business days, the Contractor will communicate verbally and in writing, the status to the County/referring party and provide a proposed timeline for a final determination.
 - b. In the event that the Contractor is considering denying placement of a client in an available, funded bed, this must be discussed with County Designee in effort to develop consensus on the appropriate placement or LOC.
 - c. Patients shall be the age of eighteen (18) years or older and eligible for County mental health services.

6. Sequoia, a 16 bed Mental Health Rehabilitation Center and Sub-Acute Treatment program: The County will submit a referral packet for general consideration. There is no implied bed guarantee between the County and the Contractor for the Sequoia facility. The Contractor will maintain program compliance as defined by Medi-Cal regulations in order to bill services as appropriate.

B. Residential Treatment: Board and care, providing the following services

1. Provide overall care planning and management of mental health conditions, including psychiatric care and other mental health rehabilitative services.
2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
3. Provide life skills and psychoeducational educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
4. Develop a treatment plan in collaboration with the client, support system, and County providers. Encourage each client to take increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
5. Assist each client with socialization and group activities to enhance skills with problem solving, coping, and interpersonal relationships.
6. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
7. Provide 1:1 staffing when a client's temporary increase in acuity warrants closer observation in order to maintain safely in the current placement. Authorization of payment for 1:1 staffing must be provided within 24 hours of its initiation, or the next business day.
8. Assist each client in the development of personal hygiene, grooming, dressing, and household living skills.
9. Provide close supervision of, and when necessary intensive interactions, for behavior management consistent with the client's treatment plan.
10. Establish peer and family support to promote proactive roles within the facility as well as with family.
11. Maintain clinical documentation consistent with professional standards, and when applicable, the standards for Medicare and/or Medi-Cal.
12. Provide services that are culturally and linguistically competent.
13. Other therapies, including individual, group, recreational, and vocational, as appropriate to the client's treatment plan.
14. Notify Solano County Mental Health case manager and supervisor of Unusual Occurrence/Serious Incident involving any Solano County beneficiary within 24 hours of incident.
15. Provide referrals to representative payee services to all clients who require such assistance.
16. Assist each client or responsive party in applying for and maintaining financial/health benefits.
17. If employing staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, training will be provided and documented around any service activity for which staff will be providing.
18. Other as specified:

- Provide restoration training and associated court reports as indicated in Penal Code 1370.01.
- Residential Treatment Services will be provided in both locked and unlocked settings.

C. Board and Care: Room and Board providing the following services

1. Supportive care, transportation to community and medical appointments.
2. Assistance with daily living skills, peer interaction, and socialization.
3. Assistance with symptom management and adherence to the treatment plan set forth by clinical providers.
4. Collaboration with mental health providers, including alerting the designated staff of any changes in the condition of the client.
5. Store and administer/dispense medication in accordance with Community Care Licensing (CCL) regulations
6. Maintain Board & Care Licensure, in accordance with CCL regulations. In the event of lapse of licensure, contractor to notify Solano County Mental Health within 24 hours.

3. GENERAL ACTIVITIES

- A. County and Contractor clinical staffs will fully communicate and cooperate with each other in the development of treatment planning, determining length of stay and readiness for discharge, and, to this end, may freely exchange patient information as a unitary treatment team.
- B. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- C. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Mental Health Plan (MHP) level of care system.
- D. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- E. Maintain documentation/charting according to industry standards and strengths-based best practices. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- F. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors:
 1. Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 2. "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development
 3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- G. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.

- H. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measures and tools will remain in effect until County officially notifies Contractor of a change in practice. Contractor will work with County MHP Quality Improvement when implementing additional measures. County required measures include, but are not limited to: the County client assessment and related outcome or level of care measures.
 - 1. The Primary Service Coordinator shall be responsible for completing these instruments and shall consult with Contractor treatment providers as required by the administration protocol and/or sound clinical practice.
 - I. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how mental health beneficiaries can access 24/7 services (e.g. crisis stabilization unit phone number, suicide prevention hotlines/text lines, and/or for full service partnership (FSP) program consumers the after-hours FSP warmline) when medically necessary.
4. **SERVICE AUTHORIZATION** (when necessary for residential board and care treatment)
- A. Services under this agreement are generally provided comprehensively under an all-inclusive day rate.
 - B. Procedures including required documentation for service authorization are provided to the Contractor by the County MHP.
 - C. Assignment of 1:1 staff to a client requires immediate notification to the County of the client need and daily reassessment and collaboration with County Designee.
5. **REFERRAL SOURCE** (when necessary for residential board and care treatment)
- A. All referrals must be approved by a designee of the Solano County Mental Health Plan.
 - B. Each program has an identified County liaison who facilitates referrals and collaborates with the service delivery provided under this agreement.
 - C. Payment is subject to retrospective review for medical necessity.
6. **PERFORMANCE MEASURE**
- A. Contractor to provide written service delivery report to include:
 - 1. Number of new individual admissions per month;
 - 2. Number of unduplicated individuals served per month;
 - 3. Number of individuals discharged to higher level per month;
 - 4. Number of individuals discharged to higher level per month.
7. **REPORTING REQUIREMENTS**
- Submit written performance measure report on a quarterly basis to be sent within 30 days following the close of each quarter to County contract manager or designee.
- A. Quarterly report indicating data associated with the performance measures above and any explanation of challenges or barriers along with successes.
8. **CONTRACT MONITORING MEETINGS**
- Contractor will review client deliverables per contract with County contract manager or designee as needed or at minimal annually. Meeting can be in person or via teleconference.
9. **PATIENT RIGHTS**

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- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
 2. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

10. CULTURAL COMPETENCE

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries or are under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions. Accordingly, Contractor agrees, at minimum:
 1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the Quality Assurance/Quality Improvement (QA/QI) agency functions and policy making. For information on the CLAS standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
 2. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce;
 3. Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 1. Contractor shall provide services in the preferred language of the consumer and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the consumer or family expressly refuses the interpreter provided.
 2. Contractor may identify and contract with an external interpreter service vendor, or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.

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3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
 4. Contractor shall ensure that all staff members are trained on how to access interpreter services.
 5. Contractor will provide all informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign in the consumer/family member's preferred language whenever possible.
 6. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
1. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement or designee annually.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

11. QUALITY IMPROVEMENT ACTIVITIES

- A. Regulation changes that occur during the life of this agreement:
1. If/when Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QI Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.
- B. Medi-Cal Certification:
1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy.
 2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - a. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form*.
 3. Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- C. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form* Staff Credentialing:
1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
 2. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.

3. Contractor shall provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
4. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
5. Contractor shall notify County Quality Improvement when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

D. Informing Materials

1. Informing materials include Solano County MHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
2. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
3. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
4. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
 - a. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County MHP Quality Improvement, must be attached to all written materials provided to those requesting services.
 - b. A hard-copy page of taglines must also be available in large print (font no smaller than 18 pt.) for those with visual impairments.

E. Staff Credentialing:

1. All Contractor staff providing services that are entered into the County billing and information system must have their names and other required information communicated to County Quality Improvement using County Staff Master form.
2. Contractor will provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
3. Contractor will notify County Quality Improvement when a staff provider will be terminating and will demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

F. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the secure Medical Record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.

1. Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment, or complete a brief update to any area in need of supplemental information.
2. Required documentation includes, but is not limited to, the following:
 - a. Informing Materials
 - b. Clinical Behavioral Health Assessment
 - c. Consumer Treatment Plan
 - d. Service Authorization

- e. General Consent for Treatment
- f. Medication Consent
- g. Authorizations to Release Medical Records
- h. Acknowledgement of Receipt of Notice of Privacy Practices
- i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)

G. Problem Resolution:

1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a. Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - d. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
 - e. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

H. Serious Incident Reports (SIRs):

1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.

- b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County HSS Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- I. Contractor Quality Improvement Process:
1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy will be submitted to County Quality Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - b. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
 - c. Internal review of provider progress notes – Contractor will internally review at least 10% of all progress notes. A quarterly report will be sent to County Quality Improvement.
 - d. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- J. Annual County review of Contractor service delivery site and chart audit:
1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
 2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
 3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
 4. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.
- K. Compliance Investigations:
1. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.

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- L. Service Verification:
1. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor's revised policy any time policy is revised/updated.
 2. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*
 3. Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.
- M. Annual County review of Contractor service delivery site and chart audit:
1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
 2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
 3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
- N. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
 - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- O. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
1. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually by July 15th each Fiscal Year for the training the year prior.
- P. Performance Data (1915b Waiver Special Terms and Conditions):
1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
- Q. Contractor will provide beneficiaries with a link to the Solano County Provider Directory upon request.
- R. Physical Accessibility Requirements
1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

2. County Quality Improvement will provide Physical Accessibility ratings for Contractor's facilities/offices during Medi-Cal certification site visits. Contractor's facilities/offices will be rated as having "Basic" or "Limited" accessibility for seniors and persons with disabilities.
 - a. "Basic" access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
 - b. "Limited" accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in one or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
 - c. If Contractor's facility/offices are given a "Limited" rating, a Plan of Correction will be issued.

S. Program Integrity

1. Contractor shall ensure that contracted providers are enrolled through the State's Provider Enrollment process, following all requirements within Department of Health Care Services MHSUDS Information Notice 17-027.
2. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the MHP in writing of the reason for the overpayment.

12. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. In the event of a breach or security incident by contractor or contractor's staff, any damages or expenses incurred shall be at the expense of the contractor.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Review each client's progress and potential for step-down to less restrictive level of care on a monthly basis.
- B. Provide staff to attend treatment team meeting no less than quarterly.
- C. County will endeavor to give Contractor a written two-week notice upon terminating a resident's placement at Contractor's facility.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the State Department of Health Care Services Medi-Cal Billing regulations and Cost report procedures and the following:

1. COMPENSATION

A. County shall compensate Contractor based on:

- (1) the actual clients authorized by the County and served by Contractor,
- (2) the actual number of days or service units Contractor provides each client, and
- (3) the interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference
- (4) References to Medi-Cal units of services only apply to the Sequoia Psychiatric Treatment Center
- (5) Daily five (5) bed guarantee for the Cedar Grove MHRC facility only

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

- B. Contractor understands and agrees that the County will only make payments to the Contractor for day rates and Medi-Cal units of service as set forth in Exhibit B-1.
- C. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third party payers. Determination of patient eligibility for Medicare and other third party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.
- D. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.
- E. In no event is County obligated to pay Contractor for any services provided that cannot be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans as identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or

Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse County for all costs that County cannot bill due to the fault of the Contractor, within 30 days of notification of the Contractor by the County.

- F. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.
- G. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared according to the Department of Health Care Services (DHCS) and cost report procedures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

4. SUBMISSION OF INVOICES

Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation (to include but not limited to a spreadsheet with: patient name and number, start and stop dates of services, Institute for Mental Disorders (IMD) and/or Patch rates, other health coverage, Share of Cost and/or Supplemental Security Income payments) as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.

- A. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services entered into Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor's own cost.
- B. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor while appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue because of delay in payment caused by Contractor's failure to submit an appropriate cost report.
- C. If Contractor's costs are settled with the Department of Health and Social Services below the Interim Rates set forth in Exhibit B-1, Contractor agrees to reimburse the County for any overpayments as a result of the difference between the Interim Rates set forth in Exhibit B-1 and the settlement rate established by the Cost Report.
- D. If Contractor provides services to multiple counties, it must use the, reporting only the costs (activities) directly attributable to Solano County.

6. FINANCIAL STATEMENTS AND AUDITS:

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal

and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

- B.** Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

**EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS**

Service Function	Mode of Service Code	Service Function Code	Avatar Service Code	Time Basis	County Maximum Rates
Adult Residential	05	65-79	H0019	Per day	\$330.00

Residential Services & Supports

Rates are per person, per day, and all-inclusive that includes basic day cost for psychiatric patients requiring a range of social rehabilitative services along with medical psychiatric treatment that includes medications, basic medical needs, and physician fees.

County shall reimburse Contractor at a rate of:

Board and Care Facilities

Redwood Creek (Willits, CA)	0 – 16 clients at \$147 a day
Trinity Pines (Chico, CA)	0 – 12 clients at \$147 a day
Willow Glen/Rosewood (Yuba City, CA)	0 – 59 clients at \$187 a day 60 – 79 clients at \$167 a day 80-100 clients at \$147 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	Five (5) bed guarantee*
Per client bed day	\$330/day
Per client bed guarantee day (empty bed, balance of 5 beds guaranteed)	\$330/day

*Bed guarantee to begin when facility is fully licensed to operate or the commencement of this contract, whichever is later.

Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$330/day
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Additional Service Fee:

1:1 supervision services:	\$100/day – to be authorized by County Designee on each business day
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The Contractor may receive payment at the current “board and care” rate from a client’s Social Security or disability benefits.

LPS declarations will be paid for by Willow Glen Care Center (WGCC) and reimbursed by the county at a rate of \$200 for each evaluation. There is no requirement that a county utilize WGCC psychiatrists for declarations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
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County of Solano
Standard Contract

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

County of Solano
Standard Contract

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership,

joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by

personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as

well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$361,583.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

5. SPECIAL INCIDENT REPORTING

Contractor shall provide written notification to County of any critical incidents and outcomes that may have occurred at their facility, County owned facility, or to the staff or clients under the Contractor's jurisdiction. Contractor shall verbally notify the County within 4 hours and prepare a Solano County Mental Health Serious Incident Report, attached as Exhibit D-4, in accordance with Solano County Health and Social Services, Mental Health Policy and Procedures within 24 hours of the incident. Contractor shall make all records relevant to the incident available to County in order for County to properly investigate the incident as required by the State Department of Health Care Services.

6. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Willow Glen Care Center

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
-
-

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.



10/21/2020
06:41 PM EDT

Contractor Signature

Date

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature:   _____

Date: 10/21/2020
06:41 PM EDT

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

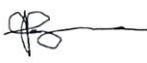
Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature:  

10/21/2020
06:41 PM EDT

Date: _____

County of Solano
Health & Social Services Department
Additional Comments/Remarks

A large rectangular area with a thick black border, containing 25 horizontal lines for writing additional comments or remarks.

Serious Incident Report Solano County Mental Health

Please complete this report in its entirety. This report can be completed electronically, but do not email this report.

Name:	Date of Birth:	Sex: M F
Address:	Phone #:	
	Diagnosis:	
Open Case: Yes No	If yes, Medical Record #:	
Closest Relative, Conservator, or Guardian's Name:	Address and Phone #:	

Clinic/Program Name:	Incident Location:	Date & Time of Incident:
Description of Incident (Include important facts – who, what, when, where, etc. If necessary use an additional sheet(s):		
Action(s) Taken:		
Publicity of Incident (attach news clippings if available):		
Name/Title of Reporting Staff:	Date and Time Submitted:	

Supervisor/Manager Comments & Action(s) Taken:

Reviewed by Supervisor (Signature/Date):	Review by Manager (Signature/Date):

EXHIBIT D-5

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Willow Glen Care Center

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Signature:  

10/21/2020
06:41 PM EDT

Date: _____