

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE October 28, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Participate in a Multi-County Collaboration on the Development of a 16 Bed Crisis Residential Facility to be located in Merced County

STAFF RECOMMENDATIONS:

1. Approve Stanislaus County's participation in a multi-county collaboration to develop a 16 bed Crisis Residential Facility to be located in Merced County.
2. Authorize the Behavioral Health Director to submit a letter to California Health Facility Financing Agency (CHHFA) affirming Stanislaus County's participation in this project.

FISCAL IMPACT:

Funding for this project will be provided through a successful application for Senate Bill (SB) 82 Investment in Mental Health Wellness Act of 2013 grant funding that has been designated for crisis residential beds. Merced County is the lead agency for the application, in collaboration with Calaveras, Mariposa, Madera, and Tuolumne counties. If participation by Stanislaus County in this collaborative effort is approved, the applicants would be able to increase their grant request by \$1,000,000.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2014-535

On motion of Supervisor Withrow, Seconded by Supervisor Monteith, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

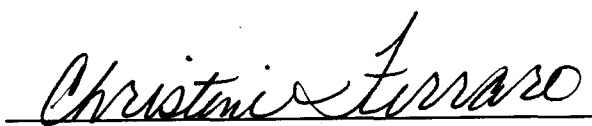
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

The additional funds would be used to expand the Crisis Residential Facility project, increasing the number of beds from 12 to a total of 16. The four additional beds would be available for Stanislaus County's use. Stanislaus County would pay for only the beds that are occupied by Stanislaus County residents, either the Medi-Cal match, if any, or the full rate if an individual is uninsured. There is no cost to Stanislaus County to participate in the development of the Crisis Residential Facility. Future costs to the County would include the use of available beds as well as transportation costs and would be funded from Behavioral Health and Recovery Services departmental revenue and/or department fund balance.

DISCUSSION:

The Investment in Mental Health Wellness Act of 2013 (SB82) established a competitive grant program to disburse funds to California counties or to their nonprofit or public agency designates for the purpose of developing mental health crisis support programs. Specifically, the funds are meant to "increase capacity for client assistance and services in crisis intervention, crisis stabilization, crisis residential treatment, rehabilitative mental health services, and mobile crisis support teams." The grants, from the California Health Facilities Financing Authority (CHFFA), support capital improvement, expansion and limited start-up costs. A total of \$142.5 million in SB 82 capital funding was available at the program's inception and was allocated for award by region and by program type. At this time approximately \$71 million in capital funding remains and of that, \$19.9 million is designated as available to the Central Region (which includes Stanislaus County) for crisis residential programs only.

Crisis residential programs are an option to avoid psychiatric hospitalization or to allow earlier discharge from a psychiatric facility. In the past, Stanislaus County did have a six (6) bed crisis residential facility located in Modesto. At that time, it was difficult to keep the facility fully occupied. Individuals can only be admitted to crisis residential services if they have been clean and sober for three days. This was an issue with many of the individuals being considered for hospitalization and still continues to be an issue. Another problem in the past was the reluctance of physicians to discharge individuals from the psychiatric inpatient hospital early, which made a crisis residential option unnecessary. Most individuals were able to return to their living situation in place before hospitalization. Consequently, staff evaluated this funding opportunity for a crisis residential facility owned by and located in Stanislaus County and determined it would be costly to operate and difficult to keep fully occupied, which would be necessary to minimize costs.

However, having a crisis residential option for our clients would be a desirable component of the County's Strategic Plan for 24/7 Secure Mental Health Services aftercare continuum. Behavioral Health and Recovery Services (BHRS) now has options to allow individuals to attain sobriety before admission to a crisis residential facility. As part of the implementation of the Strategic Plan, there are discharge teams

that can advocate for earlier release from a psychiatric facility, and inpatient lengths of stay are much shorter than they were prior to the implementation of the Strategic Plan. In these situations, crisis residential services would be very helpful.

The location of the Crisis Residential facility will be in Merced County. As part of the collaboration, Stanislaus County would receive a car to transport clients to the facility, and would also be provided with telecommunication equipment so daily face-to-face contact would be possible with the County's clients. Significant others of the client would also be able to connect with them using this technology.

Stanislaus County's participation in this collaboration will allow the counties currently in the collaboration to access additional funding for a larger facility. As planned for the current participants, the Merced facility will include 12 beds. If Stanislaus County is authorized to join the collaboration, it will be a 16 bed facility with the four (4) additional beds for use by Stanislaus County clients as needed. Merced County has identified a potential operator of the Crisis Residential facility that is willing to accept the Medi-Cal rate for crisis residential services. Stanislaus County will only pay for the beds that are occupied by County residents, either the Medi-Cal match, if any, or the full rate if an individual is not insured. There is no obligation to use the beds or pay for them when not in use. Having a facility available to the County when necessary without having the expense of operating it at less than capacity is a substantial benefit to the County, allowing additional flexibility in finding intensive treatment alternatives for County clients.

POLICY ISSUES:

Crisis residential treatment programs are not a mandated County function. The availability of a crisis residential treatment program supports the Board of Supervisors' priorities of A Healthy Community and Efficient Delivery of Public Services by providing continued and improved access for constituents to appropriate behavioral health services.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT INFORMATION:

Madelyn Schlaepfer, Behavioral Health Director

Telephone: 525-6205

**MULTI-COUNTY AGREEMENT
FOR DISTRIBUTION AND USE OF
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY GRANTS**

CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "MERCED"), and County of Madera, a political subdivision of the State of California, (hereinafter referred to as "MADERA"); and County of Mariposa, a political subdivision of the State of California, (hereinafter referred to as "MARIPOSA"); and County of Calaveras, a political subdivision of the State of California, (hereinafter referred to as "CALAVERAS"); and County of Tuolumne, a political subdivision of the State of California, (hereinafter referred to as "TUOLUMNE"); and County of Stanislaus, a political subdivision of the State of California, (hereinafter referred to as "STANISLAUS").

WHEREAS, MERCED wishes to establish a consortium agreement with MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS; and

WHEREAS, MERCED has obtained joint funding (GRANTS) from the California Health Facilities Financing Authority (CHFFA), hereinafter referred to as "GRANTOR" through the Investment in Mental Health Wellness Act of 2013 (IMHW) ; and

WHEREAS, the GRANTS will be used to establish a Crisis Residential Unit, (CRU); and

WHEREAS, MERCED, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS (COUNTIES), through its Mental Health Program, has need for additional mental health facilities and crisis residential treatment services (CRTS) for their consumers; and

WHEREAS, the CRU operated by a qualified vendor, upon availability, can provide such facilities as needed by the COUNTIES; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

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

1. GRANTS' SERVICES AND OBLIGATIONS

MERCED wishes to establish a consortium agreement with MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS. MERCED serves as the lead to this agreement and the sixteen (16) bed CRU. The COUNTIES shall follow a specified scope of duties and obligations set forth in Exhibit C. The

COUNTIES shall perform such duties under the GRANTS in accordance with the terms and conditions stated herein, and any attachments hereto. For purposes of complying therewith, COUNTIES agree to become familiar with the rules and regulations of the GRANTS and IMHW (California Code of Regulations Title 4, Division 10, Chapter 5).

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit B - Budget
- Exhibit C - Scope of Work
- Exhibit D - Purchases

2. TERM

The term of this Agreement shall commence upon execution, and continue until termination in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. GRANTS' DISTRIBUTIONS

As a part of this agreement, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS will receive up to \$35,000, thirty-five thousand dollars and no cents to purchase a vehicle pursuant to the terms of the GRANTS. COUNTIES, including MERCED, will each also receive up to \$5,000, five thousand dollars and no cents to purchase a telehealth system. Total disbursement amounts will not exceed (\$205,000), two hundred five thousand dollars and no cents. No other distributions shall be made to the COUNTIES pursuant to this Agreement other than those set forth above.

Any and/or all distributions made under this Agreement shall be paid by check, payable to the order of MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS and be mailed or delivered to MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS at:

Name: County of Madera Behavioral Health Services
Address: PO Box 1288
City/State/Zip: Madera, CA 93639

Name: County of Mariposa Behavioral Health and Recovery Services
Address: 5362 Lemee Lane
City/State/Zip: Mariposa, CA 95338

Name: County of Calaveras Health and Human Services Agency
Address: 891 Mountain Ranch Road
City/State/Zip: San Andreas, CA 95249

Name: County of Tuolumne Behavioral Health Department
Address: 2 South Green Street
City/State/Zip: Sonora, CA 95370

Name: County of Stanislaus Behavioral Health and Recovery Services
Address: 800 Scenic Drive
City/State/Zip: Modesto, CA 95350

MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS may request that MERCED mail the check to MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS, to such other address as MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS may from time to time designate to MERCED. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. TERMS OF DISTRIBUTIONS

GRANTS' distributions shall be made in the following manner:

Upon purchase of those items set forth in Exhibit B, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS shall submit an instrument for proof of purchase by the 31st day of December 2017 for the items purchased or to be purchased and the amount owed under this Agreement. In addition to the instrument for proof of purchase submitted by MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS for payment, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS must complete and submit to MERCED, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf). Both the instrument for proof of purchase and W-9 form shall be forwarded to MERCED at MERCED address shown under Section "NOTICES" of this Agreement by the 31st day of October 2017. Upon approval by MERCED and GRANTOR, the ~~distributions due hereunder shall be paid to MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS~~ within thirty (30) days following receipt of a proper funding from the GRANTOR.

5. NO OTHER PAYMENTS OR DISTRIBUTIONS

No payments or distributions will be made to COUNTIES pursuant to this Agreement other than those specified in Section 5.

6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Name: County of Merced Behavioral Health and Recovery Services
Attn: Director
Address: P.O. Box 2087
City/State/Zip: Merced, CA 95344

Name: County of Madera Behavioral Health Services
Attn: Director
Address: PO Box 1288
City/State/Zip: Madera, CA 93639

Name: County of Mariposa Behavioral Health and Recovery Services
Attn: Director
Address: 5362 Lemee Lane
City/State/Zip: Mariposa, CA 95338

Name: County of Calaveras Health and Human Services Agency
Attn: Director
Address: 891 Mountain Ranch Road
City/State/Zip: San Andreas, CA 95249

Name: County of Tuolumne Behavioral Health
Attn: Director
Address: 2 South Green Street
City/State/Zip: Sonora, CA 95370

Name: County of Stanislaus Behavioral Health and Recovery Services
Attn: Director
Address: 800 Scenic Drive
City/State/Zip: Modesto, CA 95350

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

7. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by any COUNTY at any time without cause or legal excuse by providing one hundred twenty (120) calendar days written notice of such termination to all other COUNTIES.

The terminating COUNTY forfeits claims to all past, present and future GRANTS' funding related to the construction, operation, and development of the CRU and are responsible for such COUNTY's individual proportionate share of funding to the date of termination, related to the construction, operation, and development of the CRU in the event of withdrawal or termination from this agreement.

8. TERMINATION FOR CAUSE

In the event of any breach of this Agreement by a COUNTY, the non-breaching COUNTIES, unanimously, may terminate this Agreement with regard to the breaching COUNTY and pursue any remedy available to the non-breaching COUNTIES provided by law.

Upon notice from the non-breaching COUNTIES of termination for cause, the breaching COUNTY forfeits claims to all past, present and future GRANTS' funding related to the construction, operation, and development of the CRU and

are responsible for such COUNTY's individual proportionate share of funding to the date of termination, related to the construction, operation, and development of the CRU.

9. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the all parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

10. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") only if and to the extent adjudicated to be caused by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the Indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor.

11. RESPONSIBILITIES UPON TERMINATION

In the event that a County is separated from or terminates this agreement, and such separation or termination causes GRANTOR to demand a return of funds from MERCED, the County separating from or terminating this agreement shall reimburse MERCED for any funds returned to GRANTOR. Notwithstanding the foregoing, MERCED will notice the separating or terminating County of the demand by GRANTOR and will cooperate with the separating or terminating County to reduce the amount of funds requested.

In the event that GRANTOR demands a return of funds due to a County's misuse of funds, the County accused of misuse of funds shall hold MERCED harmless and defend and indemnify MERCED for any resulting claims.

12. RECORDS, INFORMATION AND REPORTS

COUNTIES shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, MERCED shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, the last date of service, or termination of contract, and the right to examine and audit the same and to make transcripts

therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS shall furnish MERCED such periodic reports as MERCED may request pertaining to the work or services undertaken pursuant to this Agreement which includes statistical and outcomes data for purposes of creating a baseline and continued evaluation of services performed pursuant to this Agreement and the GRANTS. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the County submitting data.

13. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS hereunder are the exclusive property of MERCED and upon request of MERCED shall be delivered to MERCED upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of MERCED, and to the extent permitted by law, shall become the property of MERCED. COUNTIES may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by MERCED.

14. QUALITY OF SERVICE

COUNTIES agree to perform their respective services with ordinary care, skill, and diligence, and shall be responsible for their respective services furnished under this Agreement.

15. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. COUNTIES NOT OBLIGATED TO THIRD PARTIES

COUNTIES shall not be obligated or liable hereunder to any party other than the COUNTIES.

17. LAWS, LICENSES, PERMITS AND REGULATIONS

COUNTIES agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to COUNTIES, their sub-grantees, contractors, or sub-contractor, and their work.

COUNTIES shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by MERCED. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by MERCED.

18. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by MERCED, of any GRANTS' distribution to MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS constitute, or be construed as, a waiver by MERCED of any breach of covenant, or any default which may then exist, on the part of MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS. The making of any such payment by MERCED while any such breach or default shall exist, shall not be construed as relieving MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS from its full responsibility under this Agreement, or terms of the GRANTS and applicable state and federal laws.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

19. PERSONNEL

COUNTIES represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by COUNTIES or under their supervision, and all personnel engaged in the work shall be qualified to perform such services.

20. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties

hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon MERCED unless agreed in writing by MERCED and counsel for MERCED.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

21. BREACH OF CONTRACT

Upon breach of this Agreement the COUNTIES shall have all remedies available to them both in equity and/or at law.

22. LEAD COUNTY HELD HARMLESS

The COUNTIES, each of them, hereby agree to hold harmless MERCED, as Lead County under the GRANT, for any failure to comply with the terms and conditions of the GRANT, for any delay in construction of the CRU, for delay of distribution of GRANT funding, or for any other noncompliance associated with MERCED's role as Lead County. Such hold harmless shall not extend to willful misconduct by MERCED.

23. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

24. CONFLICT OF INTEREST

MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

25. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

COUNTIES and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of MERCED, or recipient of services contemplated to be provided or provided under

this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. COUNTIES shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of MERCED employees and agents, and recipients of services are free from such discrimination and harassment.

COUNTIES represents that they are in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

COUNTIES agree to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

COUNTIES shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

26. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

27. SUBCONTRACTS - ASSIGNMENT

COUNTIES shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by the Grantor. COUNTIES remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.

28. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.


29. DUPLICATE COUNTERPARTS

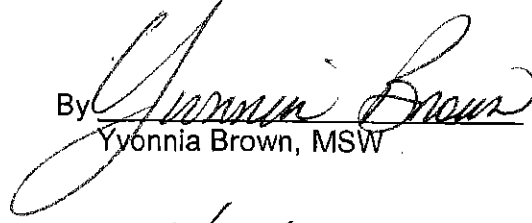
This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

[Signature pages follow]

COUNTY OF MERCED
Board of Supervisors
Chairman

BEHAVIORAL HEALTH AND
RECOVERY SERVICES
Director

By 
Daron McDaniel

By 
Yvonnia Brown, MSW


DEC 12 2017

11/29/17

Dated

Dated


APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By 
Deputy Janinda Gunawardene

12/19/17

Dated

County of Tuolumne


By 
Craig Pedro
County Administrative Officer

11-21-17
Dated


By 
Ann Connolly
Human Services Agency Director

11/21/17
Dated

APPROVED AS TO LEGAL FORM:

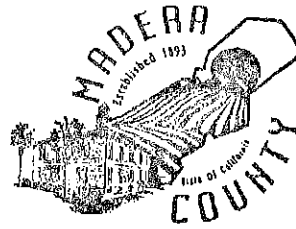
By 
Steve Boyack
Acting Behavioral Health Director

11/21/17
Dated

By  Deputy
Sarah Carrillo
County Counsel

11/16/17
Dated

County of Madera
Chairman, Board of Supervisor



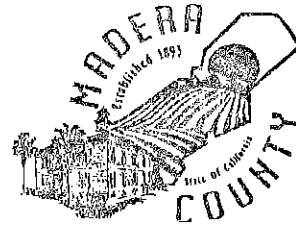
By Max Rodriguez
Max Rodriguez

09/19/2017
Dated

Approved as to Legal Form:
COUNTY COUNSEL

By _____
Dale E. Bacigalupi
Digitally signed by Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@cozancsmith.com C = US
Date: 2017.08.22 14:32:14 -08'00'

ACCOUNT NUMBERS:



CONTRACTING PARTIES:

COUNTY OF MADERA

COUNTY OF MERCED

COUNTY OF MARIPOSA

COUNTY OF CALAVERAS

COUNTY OF TUOLUMNE

COUNTY OF STANISLAUS

TITLE OF CONTRACT:

MULTI-COUNTY AGREEMENT FOR

DISTRIBUTION AND USE OF

CALIFORNIA HEALTH FACILITIES

FINANCING AUTHORITY GRANTS

County of Mariposa
Behavioral Health and Recovery
Services
Director

By *Chevon Kothari*
Chevon Kothari

12/11/17
Dated

County of Mariposa
County Administrative Officer

By *Dallin Kimble*
Dallin Kimble

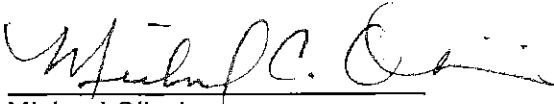
12/6/2017
Dated

APPROVED AS TO LEGAL FORM
County of Mariposa Counsel

By *Steven W. Dahlern*
Steven W. Dahlern

12-5-17
Dated

County of Calaveras
Board of Supervisors
Chair

By 
Michael Oliveira

11/14/2017
Dated

APPROVED AS TO LEGAL FORM
County of Calaveras Counsel

By 
Deputy

Oct. 30 2017
Dated

COUNTY OF Stanislaus
Behavioral Health and
Recovery Services
Director

Cheri Becking @SZ for
By Richard DeGette, MA, MFT
Richard DeGette

8-21-17
Dated

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY

Debra Hartley
DATE: 8-17-2017

Exhibit B – Budget

Purchase of Real Property	Amount Per County	Total
Vehicles ¹	\$35,000	\$175,000
Telehealth System ²	\$5,000	\$30,000
	Total	\$205,000

¹Vehicles for MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS.

²Telehealth System for MERCED, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS.

Exhibit C – Scope of Work

1. MERCED Responsibilities

- a. As Lead County, draft and release Request for Proposals (RFP) to seek out a qualified Vendor to operate the CRU and provide CTRS.
- b. In the event MERCED is not satisfied with the CRU Vendor, MERCED can terminate the agreement in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", and reissue a RFP to select a new qualified Vendor to operate the CRU for CRTS.
- c. MERCED will lead the development and delivery of an agreement for operation and services following the selection of a Vendor.
- d. MERCED shall follow and complete the process for Medi-Cal certification of the CRU.

2. COUNTIES Responsibilities

- a. COUNTIES have the option to appoint a designee to participate in the Vendor selection process. The designee must be available to review, evaluate, and select the most qualified Vendor. The designee or alternate designee must be available to attend all RFP meetings held by MERCED.
- b. COUNTIES will assist in recommending and signing of a multi-county agreement for CRU use and CRTS with the qualified vendor.
 - i. MERCED, in consultation with MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS, will develop a CRU use and services agreement between the COUNTIES and qualified vendor.
- c. COUNTIES shall work with the Vendor to develop and maintain policies and procedures for the CRU, admission and discharge process, and others as deemed necessary.
- d. COUNTIES are responsible for arranging all care coordination for their beneficiaries. COUNTIES must provide the following, but not limited to, for their beneficiaries:
 - i. Transportation to and from the CRU, medical appointments, and visitation to their respective county of origin for any reason.
 - ii. Assistance through the CRU admission and discharge process.

- iii. Case management on site or with the utilization of COUNTIES' telehealth system.
- iv. Covering costs for their beneficiary's non-Federal share of cost and unreimbursed cost from third party insurances.
- e. COUNTIES are responsible for their beneficiaries upon departure from their county of origin, until they return to their county of origin.
 - i. Communicate to beneficiary that the CRU is temporary stay and they will return to their county of origin.
 - ii. Beneficiary entering the CRU from outside of Merced County does not change their county of origin to Merced County.
 - iii. COUNTIES need to have staff available for legal representation in any legal related issues that arise during the beneficiary's stay in MERCED.
- f. Conservatorship
 - i. COUNTIES are responsible for performing their own conservatorship investigations that arise in MERCED.
 - 1. Upon commencement of conservatorship investigation, beneficiary will be discharged from the CRU.
 - 2. COUNTIES will retain jurisdiction of their beneficiaries and must transport their beneficiary back to their county of origin.
 - ii. If a person is conserved, the conservator or their designee must be present at the CRU for any signatures, decisions, and other related occurrences regarding the conserved beneficiary.
 - 1. In the event that the responsible county cannot be present for signatures, the responsible county can send signed documents through facsimile immediately, followed by the originals in twenty four (24) hours. This does not include Admission and Discharge paperwork.
 - 2. COUNTIES are responsible for making such arrangements prior to the conserved beneficiary's admission and discharge from the CRU.
- g. COUNTIES agree to meet quarterly in person or through conference calls to discuss CRU matters.

- h. Abide by MERCED request to fulfill any requirements for CHFFA, including but not limited to, data collection, and reporting outcomes.

3. Evaluation

COUNTIES have the option to appoint a designee to participate in the evaluation team. The designee must be available to attend all evaluation meetings held by MERCED.

COUNTIES shall work to establish evaluation strategies to develop tools, data collection, and set up analyses that could be compared cross county and submitted to MERCED upon request. COUNTIES are responsible for collecting baseline data for the evaluation.

The following are the Outcomes:

- a. Reduced average disposition time for visits to emergency room and local hospitals;
- b. Reduced and psychiatric inpatient utilization;
- c. Consumers' satisfaction with the crisis services received;
- d. Value of crisis residential beds compared to psychiatric hospitalization costs; and
- e. Improved outcomes for consumers utilizing the CRU.

The process by which these outcomes will be monitored, measured, reported and used will follow a series of steps as follows:

1. Collect initial data – information from the client's previous history will be combined with intake, data and other available resources.
2. Establish baselines – data shall be analyzed to determine "starting points" for clients and program;
3. Determine benchmarks – the outcomes described above shall will be used to set benchmarks for improvement;
4. Collect data regularly – the data shall be collected on a regular basis;
5. Data analysis – data collected shall be compared to the client and program benchmarks to determine progress and improvement. In addition, estimated dollar savings should be identified as a result of the services provided.

4. Emergency Services

In case of a psychiatric or medical emergency, Vendor shall immediately transport beneficiaries in need of emergency services to appropriate facilities within local area.

County of origin is responsible for coordination of care for their beneficiary's emergency episode which includes admission into psychiatric facility, admission into local emergency room, and coordination of ancillary services.

County of origin is responsible for all costs incurred for emergency care other than what is inclusive in Vendor agreement. County of origin shall be responsible for any and all admission and financial agreements required for emergency services which include temporary treatment at MERCED facilities.

5. Vehicle

Prior to the commencement of work, and as a condition to this contract, COUNTIES shall purchase and maintain automobile liability insurance for the stated minimum limits indicated during the term of this Agreement. COUNTIES shall provide a certificate of insurance. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

Automobile Liability Insurance Limits: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.

6. Telehealth

COUNTIES are responsible for maintaining all cost associated with their telehealth system and equipment.

Telehealth equipment must be compatible with mutually agreed upon software system. Telehealth equipment must meet HIPAA and HITECH standards.

7. Mental Health Services Additional Terms and Conditions

a. CONFIDENTIALITY

COUNTIES and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California W&I Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. COUNTIES shall not use identifying information for any purpose other than carrying out COUNTIES obligation under this contract.

COUNTIES shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than themselves and the Vendor without prior written authorization from MERCED or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

COUNTIES shall maintain a list of all staff employed as part of this agreement and the dates they have attended annual confidentiality trainings.

b. MONITORING

MERCED will coordinate with MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS in order to monitor ongoing program compliance through facility visits, consumer record review and financial record review. MERCED Contract Monitors will visit facilities announced or unannounced.

c. QUALITY MANAGEMENT/UTILIZATION REVIEW

COUNTIES shall be in full compliance with their Quality Management Plan. COUNTIES shall have access to, and conduct audits and reviews of, records, policies and procedures incident reports, and related activities it deems necessary to support their Quality Management functions. COUNTIES are responsible for conducting their own utilization reviews.

d. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

COUNTIES shall comply with all relevant rules, regulations, and statutes, related to individuals' rights to a problem resolution process and timely complaint resolution.

COUNTIES shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary problem resolution process. This does not preclude COUNTIES commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries' from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict

with the duties of MERCED Patients' Rights Advocate as described in Section 5520 of the W & I Code.

EXHIBIT D
"PURCHASES"

1. Purchase Practices: COUNTIES shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

2. Inventory Records, Controls and Reports: COUNTIES shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Grant funds. Upon request from MERCED, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS shall provide MERCED with an accurate and complete inventory report of all furniture, fixtures, equipment, materials and supplies, purchased or obtained using any GRANT funds. Within five (5) business days after the expiration or termination of the Agreement, MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS shall submit to MERCED the same inventory report updated to expiration or termination date.

3. Protection of Property in COUNTIES Custody: COUNTIES shall take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any funds provided by this agreement, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse.

4. Disposition of Property in MADERA, MARIPOSA, CALAVERAS, TUOLUMNE, and STANISLAUS Custody: Any disposition, settlement or adjustment connected with property purchased shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives. Disposition of fixed assets may be at the discretion of the granting authority.