

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE December 8, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Amendment to the Agreement with Central Star Behavioral Health, Inc. for the Provision of Acute Psychiatric Services for Youth with Serious Emotional Disorders for Fiscal Year 2015-2016

STAFF RECOMMENDATIONS:

1. Approve an amendment to the agreement with Central Star Behavioral Health, Inc. for the provision of acute psychiatric services for youth with serious emotional disorders through the end of Fiscal Year 2015-2016.
2. Authorize the Behavioral Health Director, or her designee, to sign the amendment with Central Star Behavioral Health, Inc. to provide acute psychiatric services for youth with serious emotional disorders for the Fiscal Year 2015-16.
3. Authorize the Auditor-Controller to adjust the Fiscal Year 2015-2016 appropriations and estimated revenue as detailed in the Budget Journal.

FISCAL IMPACT:

The original agreement with Central Star Behavioral Health, Inc. was set at \$50,000 and was expected to be fully funded from existing realignment funding. The recommended amendment would increase the Agreement with Central Star Behavioral Health, Inc. by \$150,000, from \$50,000 to \$200,000. At this time, staff has determined 50% (\$100,000) of the total cost can be reimbursed by Mental Health Medi-Cal Federal Financial Participation (FFP) and the remaining \$100,000 from departmental fund balance. Currently the Managed Care budget has a deficit fund balance of \$2,845,503; however, the main Behavioral Health fund balance of a positive \$11.1 million which will offset the deficit.

BOARD ACTION AS FOLLOWS:

No. 2015-595

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:


CHRISTINE FERRARO TALLMAN, Clerk

ATTEST:

File No.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) is required to provide Medi-Cal Specialty Mental Health Services through treatment programs that include acute psychiatric hospitalization to youth and adolescents with serious emotional disorders in conjunction with coordinated discharge planning and effective linkages to post-hospital outpatient mental health treatment programs.

On June 12, 2015 BHRS entered into the initial Agreement with Central Star Behavioral Health, Inc. to provide acute psychiatric services for youth with serious emotional disorders at a rate of \$844 per day, with a contract limit of \$50,000. As this agreement was the first with Central Star, a conservative estimate was used in developing that contract limit.

In September 2015, BHRS received the first invoice from Central Star, which included 3 client placements with an average stay of 10 days each for the months of August and September (there were no placements in July) in the amount of \$25,320. It is projected that the October 2015 invoice may be approximately \$15,000. While the current contract limit has not been reached at this time, if the August – September client placement rates continue, it is estimated that an additional 144 days could be billed by year-end totaling an additional \$121,536.

The Department is requesting approval to amend the 2015-2016 Agreement with Central Star Behavioral Health, Inc., to ensure continuous availability of this critically needed service. Absent the amendment, the Department anticipates the contract limit would soon be reached. The number of youth requiring acute psychiatric hospitalization has steadily increased over the past couple of months. The recommended amendment would increase the Agreement by \$150,000 from \$50,000 to \$200,000 and would allow the Department to continue to use Central Star Behavioral Health for the provision of acute psychiatric services to adolescents with serious emotional disorders.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with health care providers to deliver the needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

Existing staff is available to monitor the agreements and support the programs contained therein. There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D. Behavioral Health Director 525-6205

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Budget
 County of Stanislaus

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Ledger
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Source
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Period
Batch Name
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Journal Description
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Organization
Chart Of Accounts

* List - Text County of Stanislaus
 List - Text LEGAL BUDGET
 * List - Text Budget - Upload
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 Text Budget adjustment to increase appropriations and revenues for Central Star Behavioral Health
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	1504	6427133	63280	5400800	000000	000000	00000	150,000.00		Incr Appropriations
	1504	6427133	33950	5400800	000000	000000	00000		100,000.00	Incr Revenues
Totals: 150,000.00 100,000.00										

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:
 Budget adjustment to increase appropriations and revenues for Central Star Behavioral Health

Requesting Department Tom Flores	CEO <i>[Signature]</i>	Data Entry Keyed by	Auditors Office Only <i>[Signature]</i>
Prepared by 11/13/2015	Supervisor's Approval Date: 12/2/15	Prepared By Date	Approved By Date: 11/25/2015

1 FIRST AMENDMENT

2
3 THIS FIRST AMENDMENT to the Agreement dated July 1, 2015 by and between the COUNTY
4 OF STANISLAUS ("COUNTY"), and CENTRAL STAR BEHAVIORAL HEALTH, Inc.
5 ("CONTRACTOR") is made and entered into this 8th day of December, 2015.
6

7 WHEREAS, COUNTY and CONTRACTOR entered into the above Agreement dated July 1,
8 2015 for CONTRACTOR to provide acute inpatient psychiatric care for youth ages twelve (12)
9 through eighteen (18) years; and

10 WHEREAS, COUNTY has experienced an increased need for these services and
11 CONTRACTOR has agreed to provide the additional services.

12 WHEREFORE, in consideration of the mutual promises, covenants, terms and conditions
13 hereinafter contained, the Agreement is amended to increase the contract maximum amount by
14 \$150,000, from \$50,000 to \$200,000 and to add/update additional language regarding admission,
15 administrave days, and invoicing. This amendment is incorporated into the Agreement as follows:
16

17 I. The Agreement is hereby deleted in its entirety and replaced with a Revised Agreement to
18 incorporate language changes and to increase the contract maximum amount.

19 II. The Revised Agreement is attached to this amendment.

20 III. Exhibit A is deleted in its entirety and replaced with a Revised Exhibit A to incorporate language
21 changes and to increase the contract maximum amount.

22 IV. The Revised Exhibit A is attached to this amendment.

23 V. All other terms and conditions of said Agreement and Exhibits shall remain in full force and
24 effect.

25 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first
26 hereinabove written.

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28 (SIGNATURES SET FORTH ON FOLLOWING PAGE)

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ATTEST:

**CENTRAL STAR BEHAVIORAL
HEALTH, INC.**

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

By _____

By Madelyn Schlaepfer, Ph.D.

Print Name: Kent Dunlap
Title: Senior President & COO

Print Name: Madelyn Schlaepfer, Ph.D.
Title: Director, Behavioral Health &
Recovery Services

Approved as to Form:
John P. Doering

By Marc Hartley

Print Name: Marc Hartley
Title: Deputy County Counsel

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ATTEST:

**CENTRAL STAR BEHAVIORAL
HEALTH, INC.**

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

By 

By _____

Print Name: Kent Dunlap
Title: Senior President & COO

Print Name: Madelyn Schlaepfer, Ph.D.
Title: Director, Behavioral Health &
Recovery Services

Approved as to Form:
John P. Doering

By _____

Print Name: Marc Hartley
Title: Deputy County Counsel

1 **REVISED AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2015,
3 by and between the **COUNTY OF STANISLAUS**, a Political Subdivision of the State of California,
4 hereinafter referred to as "**COUNTY**", and **CENTRAL STAR BEHAVIORAL HEALTH, Inc.** a for-
5 profit organization, whose address is 1501 Hughes Way, Suite 150, Long Beach, CA 90810, hereinafter
6 referred to as "**CONTRACTOR**".

7 **WITNESSETH:**

8 WHEREAS, COUNTY, through its Department of Behavioral Health and Recovery Services
9 (BHRS), is in need of acute inpatient psychiatric health facility (PHF) to provide inpatient psychiatric
10 services to youth, twelve (12) years up to eighteen (18) years of age, who may be admitted on a
11 voluntary or involuntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-
12 Cal beneficiaries, indigent /uninsured consumers, and juvenile inmates who are referred by BHRS, a
13 contract provider with the BHRS, or hospital emergency room, other County departments and other
14 agencies.

15 WHEREAS, COUNTY, through its Behavioral Health and Recovery Services (BHRS), is a
16 Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations (C.C.R.),
17 section 1810.226; and

18 WHEREAS, CONTRACTOR is qualified and willing to provide said PHF services pursuant to
19 the terms and conditions of this Agreement.

20 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
21 hereto agree as follows:

22 **1. CONTRACTOR QUALIFICATIONS**

23 CONTRACTOR may elect to serve beneficiaries hereunder as a contract provider of COUNTY
24 if CONTRACTOR meets the qualifications set by COUNTY as stated below:

- 25 A. Shall be duly licensed by the State of California as a Psychiatric Health Facility.
26 B. Is certified by the County of Fresno Department of Behavioral Health and in good
27 standing to provide services under the California Medi-Cal Program including those requirements
28

1 contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of
2 Regulations; and

3 C. Is a Provider that complies and adheres to Title XIX of the Social Security Act
4 and conforms to all applicable Federal and State statutes and regulations.

5 D. May be authorized by COUNTY to provide services upon the submission of
6 current copies of their state license, Drug Enforcement Administration certification, Insurance
7 certificate in accordance with Section Ten (10) of this Agreement and furnishing documentation that
8 they have been credentialed and privileged by their local County Mental Health Plan for the covered
9 services.

10
11 **1. SERVICES**

12 A. CONTRACTOR shall perform all services and fulfill all responsibilities as set
13 forth in Exhibit A, "Psychiatric Health Facility for Children, Scope of Work," attached hereto and by
14 this reference incorporated herein and made part of this Agreement.

15 C. It is acknowledged by all parties hereto that COUNTY's BHRS Administrative
16 unit shall monitor the PHF operated by CONTRACTOR, in accordance with Section Fourteen (14) of
17 this Agreement.

18 D. CONTRACTOR shall participate as needed in meetings or other communications
19 with staff from COUNTY's BHRS Administrative unit to discuss PHF requirements, data reporting,
20 training, policies and procedures, overall program operations and any problems or foreseeable
21 problems that may arise.

22 E. CONTRACTOR shall maintain requirements as an organizational provider
23 throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If
24 for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to
25 Section Three (3) of this Agreement.

26
27
28 **2. TERM**

1 A. This Agreement shall become effective on the 1st day of July, 2015 and shall
2 terminate on the 30th day of June, 2016.

3 B. Effective July 1, 2016, this Agreement, subject to satisfactory outcomes
4 performance and subject to State funding each year, COUNTY shall renew for an additional five (5)
5 twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice
6 of non-renewal is given by CONTRACTOR or COUNTY's BHRS Director or designee, not later than
7 thirty (30) days prior to the close of the current Agreement term.
8

9 **3. TERMINATION**

10 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
11 provided thereunder, is contingent on the approval of funds by the appropriating government agency.
12 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
13 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

14 B. Breach of Contract - COUNTY may immediately suspend or terminate this
15 Agreement in whole or in part, where in the determination of COUNTY there is:

- 16 1) An illegal or improper use of funds;
- 17 2) A failure to comply with any term of this Agreement;
- 18 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 19 4) Improperly performed service.

20 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
21 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
22 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
23 breach or default. The CONTRACTOR shall promptly refund any such funds upon demand or at
24 COUNTY's option, such repayment shall be deducted from future payments owing to
25 CONTRACTOR under this Agreement.

26 C. Without Cause - Under circumstances other than those set forth above, this
27 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days
28 advance written notice of an intention to terminate.

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2 **4. COMPENSATION**

3 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
4 compensation based on a Fee For Service payment of a daily bed rate and ancillary services fees in
5 accordance with Exhibit B “Fee Schedule,” attached hereto and by this reference incorporated herein
6 and made part of this Agreement.

7 B. The maximum contract amount for the initial operational term (July 1, 2015
8 through June 30, 2016) period shall not exceed Two Hundred Thousand and No/100 Dollars
9 (\$200,000.00). Maximum contract years for additional operational terms are included in Exhibit A,
10 Statement of Work.

11 C. It is understood that all expenses incidental to CONTRACTOR’s performance of
12 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
13 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
14 compensation.

15 D. CONTRACTOR shall be held financially liable for any and all future
16 disallowances/audit exceptions due to CONTRACTOR’s deficiency discovered through the State audit
17 process and COUNTY utilization review during the course of the agreement. At COUNTY’s election,
18 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or
19 shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive
20 reimbursement for any units of services rendered that are disallowed or denied through the State
21 Department of Health Care Services cost report audit settlement process for Medi-Cal eligible clients.

22 E. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
23 with mental health funds to serve individuals with serious emotional disturbances (SED).
24

25 **5. INVOICING AND PAYMENT**

26 CONTRACTOR shall separate acute days from administrative days on the monthly invoice.
27 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month to:

28 County of Stanislaus

1 Behavioral Health and Recovery Services
2 Attention: Managed Care Department
3 800 Scenic Drive
4 Modesto, CA 95350

5 CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for actual
6 services delivered at the daily bed rate and ancillary services fees established in Exhibit B for utilization
7 of beds along with clients served by payor group, certify the expenditure by submitting a signed MHP
8 Claims Certification and Program Integrity form (Exhibit K) and submitting a billing invoice to:

9 County of Stanislaus
10 Behavioral Health and Recovery Services
11 Attention: Managed Care Department
12 800 Scenic Drive
13 Modesto, CA 95350

14 COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement
15 for Medi-Cal eligible clients.

16 A. At the discretion of COUNTY's BHRS Director or designee, if an invoice is
17 incorrect or is otherwise not in proper form or substance, COUNTY's BHRS Director or designee
18 shall have the right to withhold payment as to only that portion of the invoice that is incorrect or
19 improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to
20 provide services for a period of ninety (90) days after notification of an incorrect or improper invoice.
21 If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's BHRS
22 satisfaction, COUNTY's BHRS Director or designee may elect to terminate this Agreement, pursuant
23 to the termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices
24 received ninety (90) days after the expiration of each term of this Agreement or termination of this
25 Agreement, at the discretion of COUNTY's BHRS Director or designee, COUNTY's BHRS shall
26 have the right to deny payment of any additional invoices received.

27 B. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services
28 provided during the preceding month, within forty-five (45) days after the date of receipt and approval
by COUNTY of the monthly invoicing as described in Section Five (5) herein. The actual services
provided by CONTRACTOR in the performance of this Agreement shall be documented to COUNTY

1 on a monthly basis by the tenth (10th) of the month following the month of said services.

2 C. Payments by COUNTY shall be in arrears, for services provided during the
3 preceding month, within forty-five (45) days after receipt, verification and approval of
4 CONTRACTOR's invoices by COUNTY's BHRS. If CONTRACTOR should fail to comply with
5 any provision of this Agreement, COUNTY shall be relieved of its obligation for further
6 compensation. All final claims and / or any final budget modification requests shall be submitted by
7 CONTRACTOR within ninety (90) days following the final month of service for which payment is
8 claimed. No action shall be taken by COUNTY on claims submitted beyond the ninety (90) day
9 closeout period.

10 D. CONTRACTOR will remit annually within ninety (90) days from June 30, a
11 schedule to provide the required information on published charges (PC) for all authorized services.
12 The publish charge listing will serve as a source document to determine their usual and customary
13 charge prevalent in the public mental health sector that is used to bill the general public, insurers or
14 other non-Medi-Cal third party payors during the course of business operations.

15 E. CONTRACTOR must maintain such financial records for a period of seven (7)
16 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be
17 responsible for any disallowances related to inadequate documentation.

18 F. CONTRACTOR is responsible for collection and managing data in a manner to
19 be determined by Department of Health Care Services and Mental Health Specialty plan in accordance
20 with applicable rules and regulations.

21 G. The DHCS Federal Financial Participation (FFP) reimbursement for Medi-Cal
22 specialty mental health services is based on public expenditures certified by the CONTRACTOR.
23 CONTRACTOR must submit a signed certified public expenditure report in the monthly invoice. State
24 DHCS expects the claim for reimbursement to equal the amount the COUNTY paid the
25 CONTRACTOR for the service rendered less any funding sources not eligible for Federal
26 reimbursement.

27 H. If a Medi-Cal client has dual coverage, such as other health coverage (OHC) or
28 Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a

1 payment/denial or have validation of claiming with no response 90 days after the claim was mailed.
2 CONTRACTOR must report all third party collections for Medicare, third party or client pay or
3 private pay in the monthly invoice and in the cost report that is required to be submitted. A copy of
4 explanation of benefits or CSM 1500 is required as documentation. CONTRACTOR must comply
5 with all laws and regulations governing Medicare program, including, but not limited to 1) the
6 requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules
7 promulgated by the Centers for Medicare and Medicaid Services as they relate to participation,
8 coverage and claiming reimbursement. CONTRACTOR will be responsible for compliance as of the
9 effective date of each federal, state or local law or regulation specified.

10 I. Medi-Cal Certification and Mental Health Plan Compliance

11 CONTRACTOR will establish and maintain Medi-Cal certification or become certified within 90 days
12 of the start of services provided pursuant to this Agreement through the County of Fresno to provide
13 reimbursable services to Medi-Cal eligible clients. During this process the CONTRACTOR will
14 obtain a legal entity number established by the State Department of Health Care Services (DHCS), a
15 requirement for maintaining organizational provider status throughout the term of this Agreement.
16 CONTRACTOR will be required to become Medi-Cal certified prior to claiming services to Medi-Cal
17 eligible clients and seeking reimbursement from COUNTY however services may be claimed from the
18 date of certification forward.

19 Medi-Cal billing shall be in accordance with the COUNTY's Mental Health Plan.

20 CONTRACTOR must comply with the "Stars Behavioral Health Group Compliance Handbook and
21 Acknowledgement of Receipt" set forth in Exhibit C, attached hereto and by this reference
22 incorporated herein and made part of this Agreement.

23 It is understood that each claim is subject to audit for compliance with Federal and State
24 regulations, and that COUNTY may be making payments in advance of said review. In the event that
25 a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold
26 compensation or offset from other payments due the amount of said disapproved services.

27 CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect
28 application of utilization review requirements.

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2 **6. INDEPENDENT CONTRACTOR**

3 In performance of the work, duties, and obligations assumed by CONTRACTOR under
4 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
5 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as
6 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,
7 servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall
8 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall
9 perform its work and function. However, COUNTY shall retain the right to administer this Agreement
10 so as to verify that CONTRACTOR is performing their obligations in accordance with the terms and
11 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law
12 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
13 which are directly or indirectly the subject of this Agreement.

14 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no
15 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
16 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
17 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY
18 harmless from all matters relating to payment of CONTRACTOR's employees, including compliance
19 with Social Security, withholding, and all other regulations governing such matters. It is
20 acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to
21 others unrelated to COUNTY or to this Agreement.

22
23 **7. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the written consent
25 of all the parties without, in any way, affecting the remainder.

26 Notwithstanding the above, changes to line items in the fee schedule, as set forth in Exhibit B,
27 that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR,
28 and changes to the volume of units of services/types of service units to be provided as set forth in

1 Exhibit B, may be made with the written approval of COUNTY's Behavioral Health and Recovery
2 Services Director, or his/her designee. Said fee schedule line item and service volume/types of service
3 units changes shall not result in any change to the maximum compensation amount payable to
4 CONTRACTOR, as stated herein.

5 In addition, changes to the scope of services and responsibilities of the CONTRACTOR
6 may be made with the written approval of the COUNTY's Behavioral Health and Recovery Services
7 Director, or his/her designee. Said changes shall not result in any change to the maximum
8 compensation amount payable to CONTRACTOR, as stated herein.

9
10 **8. NON-ASSIGNMENT**

11 No party shall assign, transfer or subcontract this Agreement nor their rights or duties
12 under this Agreement without the prior written consent of COUNTY and CONTRACTOR.

13
14 **9. HOLD-HARMLESS**

15 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
16 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
17 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
18 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
19 agents or employees under this Agreement, and from any and all costs and expenses, including
20 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
21 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
22 of CONTRACTOR, their officers, agents or employees under this Agreement.

23 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit
24 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

25
26 **10. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
28 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the

1 following insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance - for bodily injury (including death) and
4 property damage which provides limits amounts at least as follows:

- 5 a. Each occurrence - \$1,000,000
- 6 b. General aggregate - \$3,000,000
- 7 c. Products/Completed Operations aggregate - \$1,000,000
- 8 d. Personal Injury - \$1,000,000

9 General liability coverage shall include:

- 10 a. Premises and Operations
- 11 b. Products/Completed
- 12 c. Personal Injury liability
- 13 d. Severability of interest

14 B. Automobile Liability

15 Comprehensive auto liability insurance endorsed for all CONTRACTOR owned,
16 non-owned, and hired vehicles (involved in the provision of services under this
17 Agreement) with a combined single limit of at least ONE MILLION DOLLARS
18 (\$1,000,000.00) per occurrence.

19 C. Professional Liability

20 A program of professional liability insurance covering liability arising from any
21 error, omission, or negligent act of CONTRACTOR, its officer, employees agents,
22 or CONTRACTORS, with a limit of liability of at least ONE MILLION
23 DOLLARS (\$1,000,000.00) per claim.

24 D. Worker's Compensation

25 A program of worker's compensation insurance in an amount and form to meet all
26 applicable requirements of the Labor Code of the State of California, including
27 Employer's Liability with a ONE MILLION DOLLARS (\$1,000,000.00) limit,
28 covering all persons providing services on behalf of CONTRACTOR an all risks
to such persons under the Agreement.

E. Umbrella Coverage

Additional insurance coverage over the limits for general liability, professional
liability, auto liability and employers' liability (the portion of Worker's
Compensation insurance coverage that provides tort defense for employee injury)
with an EIGHT MILLION DOLLARS (\$8,000,000.00) limit.

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2 CONTRACTOR shall obtain endorsements to the Commercial General Liability
3 insurance naming the County of Stanislaus, its officers, agents, and employees, individually and
4 collectively, as additional insured, but only insofar as the operations under this Agreement are
5 concerned. Such coverage for additional insured shall apply as primary insurance and any other
6 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
7 excess only and not contributing with insurance provided under CONTRACTOR'S policies herein.
8 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
9 written notice given to COUNTY.

10 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
11 CONTRACTOR shall provide by mail, fax, or email certificates of insurance and endorsements as
12 stated above for all of the foregoing policies, as required herein, to the County of Stanislaus,
13 Department of Behavioral Health and Recovery Services, Attention: Contracts Dept., 800 Scenic
14 Drive, Modesto, CA 95350, Fax (209) 558-4315 stating that such insurance coverages have been
15 obtained and are in full force; that the COUNTY, its officers, agents and employees will not be
16 responsible for any premiums on the policies; that such Commercial General Liability insurance
17 names the COUNTY, its officers, agents and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
20 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
21 with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
22 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
23 COUNTY.

24 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
25 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
26 Agreement upon the occurrence of such event.

27 All policies shall be with admitted insurers licensed to do business in the State of
28 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating

1 of A FSC VII or better.
2

3 **11. LICENSES/CERTIFICATES**

4 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff
5 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
6 necessary for the provision of the services hereunder and required by the laws and regulations of the
7 United States of America, State of California, and any other applicable governmental agencies.
8 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain
9 such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of
10 any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply
11 with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
12

13 **12. RECORDS**

14 CONTRACTOR shall maintain records in accordance with Exhibit D, "Documentation
15 Standards for Client Records", attached hereto and by this reference incorporated herein and made
16 part of this Agreement. During site visits, COUNTY shall be allowed to review records of services
17 provided, including the goals and objectives of the treatment plan, and how the therapy provided is
18 achieving the goals and objectives.
19

20 **13. REPORTS**

21 A. Cost Report – CONTRACTOR agrees to submit a complete and accurate detailed
22 cost report on an annual basis for each fiscal year ending June 30th in the format prescribed by the
23 State Department of Health Care Services (DHCS) for the purposes of Short Doyle Medi-Cal
24 reimbursements and total costs for programs. The cost report will be the source document for several
25 phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal reimbursement.
26 CONTRACTOR shall report costs under their approved legal entity number established during the
27 Medi-Cal certification process. The information provided applies to CONTRACTOR for program
28 related costs for services rendered to Medi-Cal and non Medi-Cal. The CONTRACTOR will remit a

1 schedule to provide the required information on published charges (PC) for all authorized services.
2 The report will serve as a source document to determine their usual and customary charge prevalent in
3 the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal
4 third party payors during the course of business operations. CONTRACTOR must report all
5 collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit
6 with the cost report a copy of the CONTRACTOR'S general ledger that supports revenues and
7 expenditures and reconciled detailed report of reported total units of services rendered under this
8 Agreement to the units of services reported by CONTRACTOR to COUNTY through
9 CONTRACTOR's invoices.

10 Cost Reports must be submitted to the COUNTY as a hard copy with a signed cover
11 letter and electronic copy of completed DHCS cost report form along with requested support
12 documents following each fiscal year ending June 30th. During the month of September of each year
13 this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates
14 the training session, DHCS cost report template worksheets, and deadlines to submit as determine by
15 State annually. Remit hard copy of cost report to County of Stanislaus, Attention: BHRS Accounting
16 Services, 800 Scenic Dr, Modesto, CA 95350. Remit the electronic copy or any inquiries to
17 accountingbhhrs@stanbhhrs.org.

18 All Cost Reports must be prepared in accordance with General Accepted Accounting
19 Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c).
20 The Cost Report shall reflect allowable and unallowable costs however compensation by COUNTY to
21 CONTRACTOR shall be through a fixed daily rate and ancillary charges as described in Section 4 and
22 Exhibit B.

23 If the CONTRACTOR does not submit the cost report by the deadline, including any
24 extension period granted by the COUNTY, the COUNTY may withhold payments of pending
25 invoicing under compensation until the cost report has been submitted and clears COUNTY desk audit
26 for completeness.

27 B. Settlements with State Department of Health Care Services (DHCS)

28 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle

1 dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the
2 Medi-Cal and realignment reimbursements. CONTRACTOR will participate in the several phases of
3 settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost reporting for
4 settlement according to State reconciliation of records for paid MediCal services and audit settlement-
5 State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files
6 cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2)
7 Settlement -State reconciliation of records for paid Medi-Cal services, approximately 18 to 36 months
8 following the State close of the fiscal year, DHCS will send notice for any settlement under this
9 provision will be sent to the COUNTY; 3) Audit Settlement-State DHCS audit. After final
10 reconciliation and settlement DHCS may conduct a review of medical records, cost report along with
11 support documents submitted to COUNTY in initial submission to determine accuracy and may
12 disallow cost and/or unit of service reported on the CONTRACTOR's legal entity cost report.
13 COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with
14 CONTRACTOR until resolution of the appeal. DHCS Audits will follow federal Medicaid procedures
15 for managing overpayments.

16 If at the end of the Audit Settlement, the COUNTY determines that it overpaid the
17 CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment
18 back to the COUNTY.

19 Funds owed to COUNTY will be due within 45 days of notification by the COUNTY,
20 or COUNTY shall withhold future payments until all excess funds have been recouped by means of
21 an offset against any payments then or thereafter owing to CONTRACTOR under this or any other
22 Agreement.

23 C. Outcome Reports – CONTRACTOR shall submit to COUNTY's BHRS service outcome
24 reports as requested by the Department. Outcome reports and outcome requirements are subject to
25 change at COUNTY's BHRS discretion.

26 D. Additional Reports- CONTRACTOR shall also furnish to COUNTY such statements,
27 records, reports, data, and other information as COUNTY's BHRS may request pertaining to matters
28 covered by this Agreement. In the event that CONTRACTOR fails to provide such reports or other

1 information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly
2 payments until there is compliance. In addition, CONTRACTOR shall provide written notification
3 and explanation to COUNTY within five (5) days of any funds received from another source to
4 conduct the same services covered by this Agreement

5 E. Progress Updates – CONTRACTOR shall monitor program outcomes as set forth in
6 Exhibit E, attached hereto and by this reference incorporated herein and made part of this Agreement.
7 CONTRACTOR shall periodically report on outcomes to COUNTY’s BHRS Contracts Division.
8

9 **14. MONITORING**

10 CONTRACTOR agrees to extend to COUNTY’s staff, COUNTY’s BHRS Director and
11 the State Department of Health Care Services, or their designees, the right to review and monitor
12 records, programs or procedures, at any time, in regard to clients, as well as the overall operation of
13 CONTRACTOR’s programs, in order to ensure compliance with the terms and conditions of this
14 Agreement.

15
16 **15. REFERENCES TO LAWS AND RULES**

17 In the event any law, regulation, or policy referred to in this Agreement is amended
18 during the term thereof, the parties hereto agree to comply with the amended provision as of the
19 effective date of such amendment.

20
21 **16. COMPLIANCE WITH STATE REQUIREMENTS**

22 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
23 agreement with the State of California Department of Health Care Services, and that under said
24 agreement the State imposes certain requirements on COUNTY and its subcontractors.
25 CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit F “State
26 Mental Health Requirements”, attached hereto and by this reference incorporated herein and made part
27 of this Agreement.
28

1 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

2 CONTRACTOR shall be required to maintain organizational provider certification by
3 Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in
4 Exhibit G, "Medi-Cal Organizational Provider Standards", attached hereto and by this reference
5 incorporated herein and made part of this Agreement. It is acknowledged that all references to
6 Organizational Provider and/or Provider in Exhibit G shall refer to CONTRACTOR. In addition,
7 CONTRACTOR shall inform every consumer of their rights under the COUNTY's Mental Health
8 Plan as described in "Stanislaus County Mental Health Plan Grievances and Incident Reporting"
9 Exhibit H, attached hereto and by this reference incorporated herein and made part of this Agreement.
10 CONTRACTOR shall also file an incident report for all incidents involving consumers, following the
11 Protocol and using the Worksheet identified in Exhibit I, attached hereto and by this reference
12 incorporated herein and made part of this Agreement, or a protocol and worksheet presented by
13 CONTRACTOR that is accepted by COUNTY'S BHRS Director or designee.

14
15 **18. CONFIDENTIALITY**

16 All services performed by CONTRACTOR under this Agreement shall be in strict
17 conformance with all applicable Federal, State of California and/or local laws and regulations relating
18 to confidentiality.

19
20 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

21 COUNTY and CONTRACTOR each consider and represent themselves as covered
22 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public
23 Law 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required
24 by law.

25 COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is
26 only for treatment, payment, and health care operations.

27 COUNTY and CONTRACTOR intend to protect the privacy and provide for the
28

1 security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information
2 Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations
3 promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations)
4 and other applicable laws.

5 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
6 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of
7 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the
8 Code of Federal Regulations (CFR).

9
10 **20. DATA SECURITY**

11 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
12 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse
13 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that
14 enter into a contractual relationship with the COUNTY for the purpose of providing services under
15 this Agreement must employ adequate data security measures to protect the confidential information
16 provided to CONTRACTOR by the COUNTY, including but not limited to the following:

17 A. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
18 on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

19 B. CONTRACTOR shall be responsible to employ strict controls to ensure the
20 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
21 viewing, use or disclosure of data maintained in computer files, program documentation, data
22 processing systems, data files and data processing equipment which stores or processes COUNTY data
23 internally and externally.

24 C. Confidential client information transmitted to one party by the other by means of
25 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
26 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

27 D. CONTRACTOR is responsible to immediately notify COUNTY of any
28 violations, breaches or potential breaches of security related to COUNTY's confidential information,

1 data maintained in computer files, program documentation, data processing systems, data files and
2 data processing equipment which stores or processes COUNTY data internally or externally.

3 E. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
4 arising from a possible breach of security related to COUNTY's confidential client information
5 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to
6 affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion.
7 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
8 notification.

9
10 **21. NON-DISCRIMINATION**

11 During the performance of this Agreement, CONTRACTOR shall not unlawfully
12 discriminate against any employee or applicant for employment, or recipient of services, because of
13 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age
14 or sex, pursuant to all applicable State and Federal statutes and regulations.

15
16 **22. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

17 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)
18 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)
19 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,
20 upon written request of the Secretary of the United States Department of Health and Human Services,
21 or upon request of the Comptroller General of the United States General Accounting Office, or any of
22 their duly authorized representatives, a copy of this Agreement and such books, documents, and
23 records as are necessary to certify the nature and extent of the costs of these services provided by
24 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event
25 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value
26 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,
27 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
28 of four (4) years after the furnishing of such services pursuant to such subcontract, the related

1 organizations shall make available, upon written request of the Secretary of the United States
2 Department of Health and Human Services, or upon request of the Comptroller General of the United
3 States General Accounting Office, or any of their duly authorized representatives, a copy of such
4 subcontract and such books, documents, and records of such organization as are necessary to verify the
5 nature and extent of such costs.

6
7 **23. SINGLE AUDIT CLAUSE**

8 A. If CONTRACTOR expends Five Hundred Thousand Dollars (\$500,000.00) or
9 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
10 in accordance with the requirements of the Single Audit Standards as set forth in Office of
11 Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and
12 management letter to COUNTY. The audit must include a statement of findings or a statement that
13 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
14 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
15 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
16 COUNTY's BHRS Business Office for review within nine (9) months of the end of any fiscal year in
17 which funds were expended and/or received for the program. Failure to perform the requisite audit
18 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks,
19 or at COUNTY's option, contracting with a public accountant to perform said audit, or may result in
20 the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs
21 related to this Agreement are the sole responsibility of CONTRACTOR.

22 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do
23 not exceed the Five Hundred Thousand Dollars (\$500,000.00) requirement or CONTRACTOR's only
24 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
25 performed and a program audit report with management letter shall be submitted by CONTRACTOR
26 to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report
27 shall be delivered to COUNTY's BHRS Business Office for review, no later than nine (9) months after
28 the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure

1 to comply with this act may result in COUNTY performing the necessary audit tasks or contracting
2 with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole
3 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
4 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY
5 under this section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by
6 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

7 C. CONTRACTOR shall make available all records and accounts for inspection by
8 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the
9 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
10 period of at least three (3) years following final payment under this Agreement or the closure of all
11 other pending matters, whichever is later.

12
13 **24. COMPLIANCE**

14 CONTRACTOR agrees to comply with the Stars Behavioral Health Group (SBHG) Code
15 of Conduct and Compliance Program in accordance with Exhibit C. Within thirty (30) days of
16 entering into the agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's
17 employees, agents and subcontractors providing services under this Agreement certify in writing, that
18 he or she has received, read, understood, and shall abide by the Contractor Code of Conduct.

19 CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents and
20 subcontractors providing services under this Agreement shall certify in writing that he or she has
21 received, read, understood, and shall abide by the SBHG Code of Conduct. CONTRACTOR
22 understands that the promotion of and adherence to the SBHG Code of Conduct is an element in
23 evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

24 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
25 employees, agents and subcontractors providing services under this Agreement shall complete general
26 compliance training and appropriate employees, agents and subcontractors shall complete
27 documentation and billing or billing/reimbursement training. All new employees, agents and
28 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is

1 required to attend training shall certify in writing that he or she has received the required training. The
2 certification shall specify the type of training received and the date received. Employee certifications
3 shall be provided to the COUNTY's Compliance Officer upon written request.
4

5 **25. ASSURANCES**

6 In entering into this Agreement, CONTRACTOR certifies that it nor any of its officers
7 are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
8 Health Care Programs: that it or any of its officers have not been convicted of a criminal offense
9 related to the provision of health care items or services; nor has it or its officers been reinstated to
10 participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment,
11 or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is
12 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or
13 involvement with, COUNTY's business operations related to the Federal Health Care Programs and
14 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or
15 the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or
16 part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least
17 until such time as CONTRACTOR is reinstated into participation in the Federal Health Care
18 Programs.

19 A. If COUNTY has notice that CONTRACTOR or its officers has been charged with a
20 criminal offense related to any Federal Health Care Program, or is proposed for exclusion during the
21 term on any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the
22 accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such
23 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution
24 of the charges or the proposed exclusion.

25 B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or
26 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services
27 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,
28 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)

1 they have been convicted of a criminal offense related to the provision of health care items or services;
2 and or (3) they have been reinstated to participation in the Federal Health Care Programs after a period
3 of exclusion, suspension, debarment, or ineligibility.

4 1. In the event the potential employee or subcontractor informs CONTRACTOR that
5 he or she is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal
6 offense relating to the provision of health care services, and CONTRACTOR hires or engages such
7 potential employee or subcontractor, CONTRACTOR will ensure that said employee or subcontractor
8 does no work, either directly or indirectly relating to services provided to COUNTY.

9 2. Notwithstanding the above, COUNTY at its discretion may terminate this
10 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
11 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
12 of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to
13 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
14 determined by COUNTY to protect the interests of COUNTY consumers.

15 C. CONTRACTOR shall verify (by asking the applicable employees and subcontractors)
16 that all current employees and existing subcontractors who, in each case, are expected to perform
17 professional services under this Agreement (1) are not currently excluded, suspended, debarred, or
18 otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of
19 a criminal offense related to the provision of health care items or services; and (3) have not been
20 reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension,
21 debarment, or ineligibility. In the event any existing employee or subcontractor informs
22 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate
23 in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the
24 provision of health care services, CONTRACTOR will ensure that said employee or subcontractor
25 does no work, either direct or indirect, relating to services provided to COUNTY.

26 1. CONTRACTOR agrees to notify COUNTY immediately during the term of this
27 Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each case, is
28 providing professional services under section (1) this Agreement is excluded, suspended, debarred or

1 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal
2 offense relating to the provision of health care services.

3 2. Notwithstanding the above, COUNTY at its discretion may terminate this
4 Agreement in accordance with the Termination Section (3) of this Agreement, or require adequate
5 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
6 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services
7 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to
8 be determined by COUNTY to protect the interests of COUNTY consumers.

9 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
10 information from COUNTY which may be necessary to complete any internal or external audits
11 relating to CONTRACTOR's compliance with the provisions of this Section.

12 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
13 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
14 CONTRACTOR's obligations as described in this Section.

15
16 **26. COMPLAINTS**

17 CONTRACTOR shall log complaints and the disposition of all complaints from a
18 consumer or a consumer's family. CONTRACTOR shall provide a copy of the detailed complaint log
19 entries concerning COUNTY-sponsored consumers to COUNTY upon written request by COUNTY.
20 Besides the detailed complaint log, CONTRACTOR shall provide details and attach documentation of
21 each complaint with the log. CONTRACTOR shall post signs informing consumers of their right to
22 file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to
23 state licensing bodies that affect COUNTY consumers within twenty-four (24) hours of the first
24 business day following receipt of a complaint.

25 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored consumers,
26 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative
27 details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken
28 to resolve the complaint. In addition, CONTRACTOR shall inform every consumer of their rights as

1 set forth in Exhibit H. CONTRACTOR shall file an incident report for all incidents involving
2 consumers, following the Protocol and using the Worksheet identified in Exhibit I and incorporated
3 herein by reference.
4

5 **27. CULTURAL COMPETENCY**

6 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

7 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45
8 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial
9 assistance from discriminating against persons based on race, color, national origin, sex, disability or
10 religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to
11 equal access and participation in federally funded programs through the provision of comprehensive
12 and quality bilingual services.

13 B. Policies and procedures for ensuring access and appropriate use of trained
14 interpreters and material translation services for all LEP consumers, including, but not limited to,
15 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
16 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must
17 include ensuring compliance of any sub-contracted providers with these requirements.

18 C. CONTRACTOR shall not use minors as interpreters.

19 D. CONTRACTOR shall provide and pay for interpreting and translation
20 services to persons participating in CONTRACTOR's services who have limited or no English
21 language proficiency, including services to persons who are deaf or blind. Interpreter and translation
22 services shall be provided as necessary to allow such participants meaningful access to the programs,
23 services and benefits provided by CONTRACTOR. Interpreter and translation services, including
24 translation of CONTRACTOR's "vital documents" (those documents that contain information that is
25 critical for accessing CONTRACTOR's services or are required by law) shall be provided to
26 participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents,
27 subcontractors, or partners who interpret or translate for a program participant, or who directly
28 communicate with a program participant in a language other than English, demonstrate proficiency in

1 the participant's language and can effectively communicate any specialized terms and concepts
2 peculiar to CONTRACTOR's services.

3
4
5 **28. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
6 **INFORMATION**

7 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
8 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,
9 and 455.106(a)(1),(2).

10 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
11 the following information must be disclosed by CONTRACTOR by completing Exhibit J, "Disclosure
12 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated
13 herein and made part of this Agreement. CONTRACTOR shall submit this form to the Department of
14 Behavioral Health and Recovery Services within thirty (30) days of the effective date of this
15 Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty
16 five (35) days of occurrence by completing Exhibit J, "Disclosure of Ownership and Control Interest
17 Statement." Submissions shall be scanned pdf copies and are to be sent via email to
18 contractsBHRS@stanbhhs.org.

19
20 **29. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

21 CONTRACTOR is required to disclose if any of the following conditions apply to them,
22 their owners, officers, corporate managers and partners (hereinafter collectively referred to as
23 "CONTRACTOR"):

24 A. Within the three-year period preceding the Agreement award, they have
25 been convicted of, or had a civil judgment rendered against them for:

- 26 1. Fraud or a criminal offense in connection with obtaining, attempting to
27 obtain, or performing a public (federal, state, or local) transaction or
28 contract under a public transaction;

2. Violation of a federal or state antitrust statute;
3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
4. False statements or receipt of stolen property.

B. Within a three-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate CONTRACTOR from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew the Agreement and any additional information or explanation that a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR failed to disclose required information, any contract awarded to such CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit J, attached hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR must immediately advise Fresno County in writing if, during the term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

30. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and

1 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request
2 by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to
3 ensure CONTRACTOR's compliance with the terms of this Agreement.

4 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
5 CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a
6 period of three (3) years after final payment under contract (Government Code section 8546.7).

7
8 **31. NOTICES**

9 The persons having authority to give and receive notices under this Agreement and their
10 addresses include the following:

11
12 COUNTY

13 Director, Stanislaus County
14 Department of Behavioral Health
15 and Recovery Services
16 800 Scenic Drive
17 Modesto, CA 95350

12 CONTRACTOR

13 President and CEO
14 Central Star Behavioral Health, Inc.
15 1501 Hughes Way, Suite 150
16 Long Beach, CA 90810

17 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
18 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
19 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
20 Mail, postage prepaid, addressed to such party.

21 **32. GOVERNING LAW**

22 The parties agree that for the purpose of venue, performance under this Agreement is in
23 Fresno County, California.

24 The rights and obligations of the parties and all interpretation and performance of this
25 Agreement shall be governed in all respects by the laws of the State of California.

26
27 **33. ENTIRE AGREEMENT**

28 This Agreement, including all Exhibits, constitutes the entire agreement between

1 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
2 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
3 understandings of any nature whatsoever unless expressly included in this Agreement.
4

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
6 hereinabove written.

7 ATTEST:

8 **CENTRAL STAR BEHAVIORAL
9 HEALTH, INC.**

**COUNTY OF STANISLAUS
10 BEHAVIORAL HEALTH AND
11 RECOVERY SERVICES**

12 By 

13 By 

14 Print Name: Kent Dunlap
15 Title: Senior President & COO

16 Print Name: Madelyn Schlaepfer, Ph.D., CEAP
17 Title: Director, Department of Behavioral Health

18 Approved as to Form:
19 John P. Doering

20 By 

21 Print Name: Marc Hartley
22 Title: Deputy County Counsel

23 Mailing Address:
24 Central Star Behavioral Health, Inc.
25 1501 Hughes Way, Suite 150
26 Long Beach, CA 90810
27 Contact: Kent Dunlap, Senior Vice President
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Department of Behavioral Health
and Recovery Services
800 Scenic Drive
Modesto, CA 95350
Attn: Contracts Dept.
Phone: (209) 525-6268

YOUTH ACUTE INPATIENT PSYCHIATRIC SERVICES
Psychiatric Health Facility (PHF)
Scope of Work

ORGANIZATION: Central Star Behavioral Health, Inc.

ADDRESS: 1501 Hughes Way, Suite 150, Long Beach, CA 90810

SITE ADDRESS: 4411 E. Kings Canyon Road, Fresno, CA, 93702

SERVICES: **Psychiatric Health Facility**

PROJECT DIRECTOR: Kent Dunlap, Senior Vice President
Phone Number: (310) 221-6336 ext. 125

CONTRACT PERIOD: July 1, 2015 – June 30, 2016 with an option for five (5) twelve (12) month renewals (operational period)

CONTRACT AMOUNT: \$200,000 FY 2015-16
FY 2016-17
FY 2017-18
FY 2018-19
FY 2019-20
FY 2020-21

SCHEDULE OF SERVICES:

CONTRACTOR shall operate the youth Psychiatric Health Facility (PHF) 24 hours per day, seven (7) days per week. The PHF shall be located at 4411 E. Kings Canyon Road, Fresno, CA 93702.

TARGET POPULATION:

The target population will include youth twelve (12) years of age up to 18 years of age, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured clients who are referred by the Department of Behavioral Health and Recovery Services (DBHRS).

PROJECT DESCRIPTION:

CONTRACTOR will implement a youth Psychiatric Health Facility (PHF). Program goal of the PHF is to provide acute psychiatric hospitalization, coordinated discharge planning and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for youth and their families.

CONTRACTOR will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria, as defined by the California Department of Health Care Services. The 16 bed facility will be licensed by the State of California, Department of Health Care Services (DHCS), and meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the County.

CONTRACTOR shall be responsible to submit by mail or email all Client Service Information, admission data and billing information to COUNTY and will be responsible for any and all DHCS audit exceptions pertaining to the delivery of services. The CONTRACTOR will also be responsible for the mandated reporting of patient information and admission/discharge data and other required reports to the Office of State Health Planning and

Development (OSHPD), the California Department of Health Care Services, and meet the submission deadlines on June 30 and December 31 each calendar year.

CONTRACTOR'S RESPONSIBILITIES:

A. GOALS:

1. Management and alleviation of client's acute psychiatric symptoms to prevent clients from requiring inpatient services and use a less restrictive level of care.
2. Clinical program recovery/strength based with appropriate professional staffing on a 24 hour, 7 day a week basis.
3. Safe, secure and structured environment that promotes the clients wellness and recovery, including connections to family and community.
4. Comprehensive multi-disciplinary evaluation and client-centered care plan for each client.
5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician will be utilized for menu planning and assessment for dietary special needs, consistent with Title 22 requirements.
6. Admission procedures will be in place for voluntary and involuntary clients.
7. Treatment Planning – The Psychiatric Health Facility staff will provide the following services captured in written assessment and care plans:
 - a. Mental Status Examination
 - b. Medical Evaluation
 - c. Psycho-Social Assessment
 - d. Nursing Assessment
 - e. Multi-Disciplinary Milieu Treatment Program
 - f. Individualized Focused Treatment Planning
 - g. Aftercare Planning
8. Staffing
 - a. The staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
 - b. All facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the SBHG Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a Fresno County Provider Application and be credentialed by the Fresno County Credentialing Committee. All licensed staff

shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Lives can) executed.

- c. Peer and/or Family Support staff will help to educate, support and advocate on behalf of children, youth and their families during the hospitalization and will assist with discharge planning and the transition to follow-on care.

9. Medical Records and Mandated Reporting:

- a. CONTRACTOR utilizes an Electronic Medical Record (EMR), MyEvolv by NetSmart. All services will be documented in the EMR.
- b. The CONTRACTOR will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.
- c. The CONTRACTOR will report information and admission/discharge data to the Office of Statewide Health Planning and Development and meet the submission deadlines of June 30 and December 31 each calendar year.

10. Organized Clinical Staff - clinical staff will be licensed psychiatrists, primary care physicians, and psychologists with appropriate education, credentialing and experience.

11. Pharmaceutical and Medication Services – controls traditional to PHF's for pharmaceutical and medication services will be reflected. CONTRACTOR will have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of med carts, administration, polypharmacy, and monitoring response will observed.

12. Physical Health Care – CONTRACTOR will contract with a primary care physician and a registered dietician. CONTRACTOR will provide a full health history upon admission. CONTRACTOR will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional needed services.

13. Schedule of Active Therapies - CONTRACTOR shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule clients participation activities tailored to each client's individual needs. There will also be daily meetings among the staff and youth for general education and guidance about unit activities and to collectively address milieu living issues.

14. Utilization Review, Billing and Cost Report:

- a. All admissions of County Medi-Cal Patients under this Agreement shall meet applicable Title 9 criteria, including without limitation Medi-Cal criteria for medical necessity as defined in Title 9, CCR §§ 1774 and 1820.205, as certified by a psychiatrist.
- b. Pursuant to Title 9, CCR §1840.112, a signed "Claims Certification and Program Integrity," in the form attached hereto as Exhibit K, must accompany each Medi-Cal Treatment Authorization Request ("TAR"). This certification must be signed by a duly authorized official of Contractor.
- c. For the Covered Services provided to Medi-Cal adult beneficiaries of Stanislaus County, Contractor shall submit a TAR with appropriate chart documentation to County's Utilization Management Unit, 800 Scenic Drive, Modesto, CA 95350. For the Covered Services provided to adult indigent uninsured residents of Stanislaus County, Contractor shall also submit a TAR, clearly noting "UNINSURED PATIENTS", with appropriate chart documentation to County's Utilization Management Unit at the above address.

CONTRACTOR will have 14 days from the date of discharge to submit the Treatment Authorization Request (TAR) per CCR Title 9. A TAR must accompany every chart. For a patient who has administrative days there will be two TARs submitted: one for the acute days and one for the administrative days. COUNTY has 14 days from the receipt of the TAR to fax the TAR back to CONTRACTOR notifying CONTRACTOR of the approved/denied days based on medical necessity per Title 9.

- d. CONTRACTOR shall notify the Department of any admission of a COUNTY client within 24 hours. The notification method shall be mutually acceptable by both COUNTY and CONTRACTOR. The point of contact will be the COUNTY'S Utilization Management Office for notification of admissions.
 - e. CONTRACTOR shall be responsible to insure that documentation in the client's medical record meets medical necessity criteria for the hours of service submitted to County for reimbursement by federal intermediaries, third-party payers and other responsible parties. The point of contact for notification of patients who become voluntary will be the COUNTY'S Utilization Management department. The patient must continue to meet medical necessity.
 - f. CONTRACTOR shall be responsible to insure that documentation in the client's medical record meets Administrative Day criteria for the hours of service submitted to County for reimbursement by County. The COUNTY must be notified when a patient is placed on Administrative leave. The point of contact for the use of Administrative days will be the COUNTY'S Utilization Management department.
 - e. CONTRACTOR shall submit by mail or email all mental health data and billing information to the COUNTY and will be responsible for any and all audit exceptions by DHCS pertaining to the delivery of services.
 - f. CONTRACTOR shall submit a complete and accurate State of California Department of Health Care Services Short (DHCS)/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 90 days following the end of each fiscal year.
 - g. CONTRACTOR shall insure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the COUNTY.
15. Patients Rights and Certification Review Hearings
- a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with section 70707 of Title 22 of the California Code of Regulations and section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations section 438.100.
 - b. CONTRACTOR shall allow access to COUNTY clients by the Patients' Rights Advocate designated by the COUNTY.
 - c. CONTRACTOR shall conduct Mental Health Certification Review Hearings in accordance with regulations in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the COUNTY patient.
16. Grievances and Incident Reports - CONTRACTOR shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with Fresno County Mental Health Plan policies and procedures as indicated within Exhibit H. CONTRACTOR shall provide a summary of the grievance log entries concerning County-sponsored clients to the DBHRS Director upon request in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the COUNTY, informing clients of their right to file a grievance and appeal.

CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY clients within twenty-four (24) hours of the business day following the incident. The CONTRACTOR shall use the Incident Report form as indicated within Exhibit I for such reporting.

Within fifteen (15) days after each grievance or incident affecting COUNTY -sponsored clients, CONTRACTOR shall provide COUNTY with the complaint and CONTRACTOR'S disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

B. OBJECTIVES

1. Safe and Secure Environment - to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder. All client care staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.
2. Provide the appropriate type and level of staffing to provide for a clinical effective program design.
3. Provide an intensive treatment program which has individualized client care plans.
4. Stabilize consumers as soon as possible in order to assist them in their recovery from mental illness.
5. Effectively partner with other COUNTY programs in accepting COUNTY consumers for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.
6. Identify COUNTY consumers with frequent admissions during the fiscal year and to develop strategies with other COUNTY and community agencies to reduce readmissions.
7. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care.
8. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The CONTRACTOR shall perform the following:
 - a. Conduct an ongoing agency self survey using the COMPASSTM (Co-Morbidity Program Audit and Self-Survey for behavioral health services), using the recommended focus group process to engage staff of all levels in the conversation.
 - b. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be ACHIEVABLE and REALISTIC for the program, based on the self

assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:

1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
3. Improvement in routine integrated screening, and identification in the data system of how many clients served have co-occurring issues;
4. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
5. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each client.

C. Regarding cultural and linguistic competence requirements:

1. CONTRACTOR shall provide services as stated in section 27 of the Agreement.

D. Regarding direct admissions to the PHF from COUNTY DBHRS programs or its contracted providers, the CONTRACTOR agrees to the following:

1. To allow direct admits from COUNTY DBHRS programs or its contracted providers when PHF beds are available.
2. Said direct admits shall not require medical clearance. However, in the event a referred client is known to possess a contagious medical condition, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

E. Regarding the provision of court testimony related to PHF patients, CONTRACTOR agrees to the following:

1. CONTRACTOR'S appropriate staff shall provide court testimony relevant to PHF clients when required.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Provide oversight (through the County Department of Behavioral Health and Recovery Services (DBHRS), Children's Mental Health Division Manager or designee) of the CONTRACTOR'S PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Health Care Services in regard to program administration and outcomes.
2. Assist the CONTRACTOR in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the contractor for ongoing consultation.
4. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also

include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.