

**AGREEMENT FOR SPECIAL SERVICES
BETWEEN
SAN BENITO COUNTY
AND
MERCED COUNTY
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 "County"), and San Benito County, a political subdivision of the State of California (hereinafter referred to as "San Benito".)

WHEREAS, San Benito, through its Behavioral Health Services Mental Health Plan, has a need to contract with County through its Behavioral Health and Recovery Services (BHRS) department for special services which consist of Psychiatric Health Facility (PHF) services, and additional psychiatric and mental health services for the treatment of San Benito's consumers; and

WHEREAS, BHRS, operates a Psychiatric Health Facility (PHF) and upon availability, can provide such facilities, psychiatric services and outpatient services, as needed, by San Benito; 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. SCOPE OF SERVICES

County shall make beds available at County's PHF to San Benito beneficiaries for the treatment of adults based on availability, and upon approval by the County's BHRS Director or designee and outpatient services, as defined in Exhibit C, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

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 - Rates-Fiscal Terms and Conditions
- Exhibit C - Scope of Services
- Exhibit J - HIPAA Business Associate Addendum
- Exhibit K - Mental Health Services Additional Terms and Conditions-Marie Green Psychiatric Facility
- Exhibit AA - Services and Payment Authorization Form

2. TERM

The term of this Agreement shall commence on the 1st day of July 2021, and continue until the 30th day of June 2023, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE" or "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

3. COMPENSATION

San Benito agrees to pay County and County agrees to receive payment for services provided to San Benito's consumers, as are more specifically set forth under Section 1 "SCOPE OF SERVICES". The total amount compensated for services shall not exceed the rates defined in Exhibit B.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the County and be mailed or delivered to County at:

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

County may request that San Benito mail the check to County, to such other address as County may from time to time designate to San Benito. Such request must be made in writing in accordance with the procedures as outlined under Section 5, "NOTICES".

4. TERMS OF PAYMENT

Payment shall be for services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

County shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by San Benito, for services it has provided and for the amount owed under this Agreement. Invoices shall be forwarded to the San Benito at the San Benito address indicated under Section 5, "NOTICES" of this Agreement.

By invoice or approved alternate documentation County may:

- A. Detail by task the service performed by County.
- B. Detail the (number of hours or units) attributed to each task.

- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information deemed appropriate by County to notify San Benito of the need for payment.

The fee due hereunder shall be paid to County within fifteen (15) days following receipt of the invoice.

5. 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.

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:

County

Director
Behavioral Health &
Recovery Services.
P.O. Box 2087
Merced, CA 95344
(209) 381-6813

San Benito County

Director
San Benito County
Behavioral Health Services
1131 San Felipe Road
Hollister, CA 95023
(831) 636-4020

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.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The services provided to San Benito pursuant to this Agreement are based on County's continued receipt of local, state and/or federal funding related to this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations for services by the County, arising from this Agreement shall be discharged. County agrees to inform San Benito no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which services may be available.

7. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, San Benito shall have no further liability to County except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by San Benito. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by County prior to, and in connection with, discontinuing the work hereunder.

8. 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 parties hereto, upon approval by Merced County's Board of Supervisors. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

9. INSURANCE

Prior to the commencement of work, and as a precondition to this Agreement, both parties agree to maintain Commercial General Liability (CGL) insurance with limits no less than \$1,000,000 per occurrence covering bodily injury, personal injury and property damage, Professional Liability Insurance with limits no less than \$1,000,000 per occurrence, Automobile Liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage, and Workers Compensation Insurance as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident during the term of the Agreement covering their activities in connection with this agreement. Each party shall provide the other certificates of insurance upon request.

10. INDEMNIFICATION, Refer to Exhibit K, Section 12

11. RECORDS AND INSPECTIONS

County shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, San Benito shall have free access, at all proper times, or until the expiration of four (4) years after the furnishing of services to such records, 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.

12. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by County hereunder shall be the exclusive property of County and shall be delivered to County 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 County, and to the extent permitted by law, shall become the property of the County. San Benito may retain copies thereof for its files and internal use. Any publication of the information directly derived from work performed, or data obtained in connection with services rendered under this Agreement, must first be approved in writing by County. All technical data, evaluations, plans, specifications, reports, and other work products are instruments of County's services and are not designed for use other than what is intended by this Agreement.

13. 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.

14. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than San Benito.

15. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The parties 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 the parties, their subgrantees, contractors, or subcontractors, and their work.

16. 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 County unless agreed in writing by County and counsel for County.

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.

17. WAIVER

Waiver by either 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.

18. BREACH OF CONTRACT

Upon breach of this Agreement by County or San Benito, the parties shall have all remedies available both in equity and/or at law.

19. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect and inure to the benefit of the 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.

20. CONFLICT OF INTEREST

San Benito covenants that it presently has 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. San Benito shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. San Benito shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to San Benito or their officer or employee nor that any such person will be employed by San Benito in the performance of this Agreement without immediate divulgence or such fact to the County.

21. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

The parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other party 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. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other party's employees and agents, and San Benito of services are free from such discrimination and harassment.

The parties represent that they are in compliance with and agree that they 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 regulations and guidelines issued pursuant thereto.

The parties shall include this nondiscrimination provision in all subcontracts related to this Agreement.

22. 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.

23. ASSIGNMENT

The parties shall not 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 of the other party.

24. 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. Reduced compensation will allow County to withdraw from any service obligation.

25. 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.

26. LICENSE AND PERMITS

County 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 State. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination.

Signature page to follow

COUNTY OF MERCED

SAN BENITO COUNTY

By _____
Daron McDaniel,
Chair, Board of Supervisors

By _____
Chair, Board of Supervisors

Date

Date

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

MERCED COUNTY
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

By _____
Charles L. Bruce
Deputy

By _____
Genevieve G. Valentine, LMFT
Director

Date

Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

By 

San Benito County Counsel

Exhibit B - Rates-Fiscal Terms and Conditions

Rates:

Psychiatric Health Facility (PHF) Rate per Consumer (Acute and Non-Acute)

County shall bill San Benito the difference between County's Published PHF charge of **\$2,236.88 per client per day** and any reimbursements received from the State Medi-Cal billing process or any other payer sources, or \$1,118.44 per client per day, contingent upon County's receipt of the FFP funds, whichever is greater. County shall include an explanation of benefit received from other payer sources with bill.

Administrative Overhead Charge (15%) per Consumer (Acute and Non-Acute)

County shall bill San Benito **\$335.53 per client per day**, which is 15% of County's Published PHF Charge.

The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, and that the rate structure does not include non-hospital based physician or psychological services.

Fiscal Terms and Conditions:

San Benito agrees to pay County and County agrees to receive payment for services provided to San Benito consumers authorized for treatment under this Agreement.

- a. In the event that San Benito has reimbursed County for services and then verifies to County that a non-Medi-Cal eligible consumer has current or retroactive Medi-Cal eligibility that pays for inpatient hospital services and the verification is within the allowable Medi-Cal billable timeframe, County shall credit San Benito on the next month's invoice the amount subsequently reimbursed to County from the State Medi-Cal billing process for that consumer.
- b. County shall bill San Benito for all non-acute days incurred at County's current Published PHF rate plus the Administrative Overhead Charge.
- c. Bed day shall be defined as use of a County PHF inpatient psychiatric bed at 12:00 midnight. Day of discharge shall not be billed. However, a bed day may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within twenty-four (24) hours of prior discharge. This per diem rate is considered to be payment in full, subject to third party liability and patient share of costs for psychiatric inpatient hospital services to a beneficiary.

- d. San Benito agrees to pay County SEVENTY-SIX DOLLARS AND NO CENTS (\$76.00) per exam for history and physical examinations performed at the facility by County's sub-contractor, in accordance with regulations (one exam per consumer per admission).
- e. If it is determined that a San Benito client is in need of special one-to-one supervision services, County shall obtain prior authorization from San Benito. When County provides one-to-one supervision services, San Benito shall reimburse County at the actual hourly salary rate of the County staff providing the service. County shall invoice San Benito for this service and rate.
- f. Payment by San Benito shall be monthly in arrears for services provided by County during the preceding month. Payment by San Benito shall be within forty-five (45) days of receipt of County's invoices.
- g. **County Medical Services Program (CMSP) (for CMSP Counties only)**

The following procedures will only be applicable if there is an agreement in place between County and the CMSP Third Party Administrator.

1. For San Benito consumers enrolled in the County Medical Services Program (CMSP) and admitted to County's PHF, County shall bill the CMSP Third Party Administrator per CMSP guidelines and at the CMSP reimbursable per diem rate.
2. County shall bill San Benito and San Benito shall be responsible for the difference between CMSP's reimbursable per diem rate and County's billable rates.
3. San Benito shall also be responsible for reimbursing County for any ancillary services provided, such as physical examinations, guard services and/or reimbursement for destruction of property as set forth elsewhere in this Agreement.
4. If, for any reason, CMSP denies reimbursement of the claim submitted by County for services provided to San Benito consumers, San Benito shall be responsible for reimbursing County the total amount due for services provided.
5. If San Benito authorizes an inpatient stay in excess of the limited number of inpatient days reimbursable by the CMSP third party administrator then San Benito shall be responsible for reimbursing County the total amount due for services not reimbursed by the CMSP.

6. San Benito shall be solely responsible for negotiation of appeals with CMSP for denial of claims.

Outpatient Services

1. For San Benito's Medi-Cal eligible beneficiaries, County shall be reimbursed for outpatient services based on the County Maximum Allowable Rates in effect at the time services are provided. The County Maximum Allowable Rates may be adjusted for the fiscal year by the County at a later date, pursuant to County's annual cost report data, and these adjusted rate tables shall be the final reimbursement rates used for the entire contract period. County shall bill San Benito the difference between the County Maximum Allowable reimbursement rate and any reimbursements received from the State Medi-Cal billing process or any other payer sources.
2. Any and all audit exceptions by San Benito or any state or federal agency resulting from an audit of County's performance of this Agreement, or actions by County, its officers, agents and employees shall first be established as the sole responsibility of the County. If the results of any audit show that the funds paid to County under this agreement exceeded the amount due, then County shall pay the excess amount to San Benito, not later than sixty (60) days after the final audit settlement, or at San Benito's election, San Benito may recover the excess or any portion of it by offsets made by San Benito against any payment owed to County under this or any other Agreement.

Exhibit C - Scope of Services

1. RESPONSIBILITIES OF COUNTY

- a. County shall make beds available at County's Psychiatric Health Facility (PHF) to San Benito beneficiaries for the treatment of adults based upon availability and upon approval by BHRS Director, or designee.
- b. County shall admit San Benito consumers through County's Emergency Services or PHF staff.
- c. County's Utilization Review (UR) staff will monitor San Benito consumers at County's PHF, on an ongoing basis, to determine medical necessity.
- d. County, when available, may provide consumers, as clinically indicated, with all required and related psychiatric medical services including, but not limited to, laboratory service, radiology service, E.E.G.s, E.K.G.s and pharmacy service. County shall provide these services in accordance with the County Mental Health Medication Monitoring Screening Criteria Manual without any other prior authorization process. Such services may be provided through independent contractors, but if so done, County shall remain responsible for the monitoring of such subcontractors and the work thereof.
- e. Where special medical, surgical or other additional services are deemed appropriate, the authorization of San Benito shall be obtained. San Benito shall provide reimbursement for all authorized special services not covered by another payer source. Notification shall be given to San Benito, when reasonably possible, if consumers are moved off the psychiatric ward or are the subject of, or have committed any unusual incidents.
- f. County shall maintain a facility, which will provide an environment conducive to the treatment of San Benito consumers. This facility shall include, but not be limited to, adequate room, patient bed space, and individual storage for patient use, telephone service, and patient access to the Patient's Rights Advocate, family members and visitors. Monolingual patients shall have access to bilingual staff services. The consumers will receive face-to-face contact daily with a psychiatrist. County's psychiatrist will document medical necessity daily.
- g. County agrees to protect the rights of San Benito consumers admitted for services in compliance with State and Federal law, including, but not limited to, Welfare and Institutions Code Section 5325, especially with regard to administration of psychotropic medication and use of seclusion. When necessary, San Benito shall obtain appropriate court orders.
- h. The decision to admit San Benito consumers referred by designated San

Benito staff for treatment is at the sole discretion of County. Prior to admission into County's PHF, San Benito' representative shall sign and immediately return to County a "Service and Payment Authorization Form", attached hereto as Exhibit AA, indicating that San Benito is responsible for all costs associated with the placement of the consumer in County's PHF. Prior to admission into County's PHF, San Benito consumers shall first be cleared for admission by a physician supplied by San Benito. Once San Benito consumers are admitted by County into the PHF, County shall provide San Benito consumers twenty-four (24) hour hospitalization or seventy-two (72) hour involuntary evaluation and treatment pursuant to Welfare and Institutions Code Section 5150 et seq., and any further period of involuntary treatment as required after consultation between the parties. Treatment services provided by County shall include intake, assessment, counseling, activities, room and board, security, and such medical care as is directly incidental to the provision of psychiatric services (e.g., pharmacy services and medications and laboratory services necessary for the prescription and administration of medications). San Benito shall use its best efforts to provide County with such patient information as is reasonably necessary to aid County in providing treatment to San Benito consumers.

- i. County shall, if reasonably possible, provide prior notification to San Benito liaison of any early discharge, especially if a consumer leaves prior to the full seventy-two (72)-hour stay.

2. RESPONSIBILITIES OF SAN BENITO

- a. San Benito shall make requests for admission by phone to County's PHF designated staff at (209) 381-6879.
- b. San Benito shall be responsible for their consumers' initial medical screening and clearance prior to admission at County's PHF. Each consumer's screening and clearance must be charted within twenty-four (24) hours of admission. San Benito shall be responsible for any costs associated with their consumers screening and clearance.
- c. After obtaining admitting privileges to County's PHF, San Benito physicians, at their option, shall serve as the attending physicians at County's PHF when providing care for their consumers, including performing charting services.
- d. San Benito, or its designee, shall provide all required consumer transportation to and from County's PHF for those consumers who are San Benito residents.
- e. San Benito liaison shall make available to San Benito consumers, a San Benito Patient's Rights Advocate upon request.

- f. San Benito shall not request admission for San Benito jail inmates to County's PHF.
- g. If it becomes a necessity that San Benito patients admitted to County's PHF require guard services, County shall provide guard services through its security sub-contractor. County shall notify San Benito of the need for services. San Benito shall reimburse County for the cost to provide guard services to San Benito patients.

3. JOINT RESPONSIBILITIES

The decision to discharge San Benito consumers from County's PHF shall be by County providers after efforts to contact for consultation with the San Benito liaison. The San Benito liaison may participate in discharge planning at their discretion and as indicated.

A Discharge Summary for San Benito consumers of inpatient psychiatric services shall be provided to San Benito staff. This data shall consist of the following: (1) completed discharge form, (2) patient history, (3) physical exam results, and (4) any laboratory work performed. The discharge summary shall be provided to San Benito no later than fourteen (14) working days after the date the San Benito consumer is discharged from County's facility. County shall also provide San Benito additional records and data, including, but not limited to, treatment costs data, as may be required by San Benito for the preparation of the patient for post-hospitalization placement and/or preparation of required reports. County shall permit qualified San Benito staff to document in County's records pertinent data necessary for the San Benito consumers care and funding within the provisions and limitations of HIPAA. All such documentation shall clearly show the entries to be San Benito staff. Records access for San Benito staff shall be limited to San Benito consumers.

Exhibit K – Mental Health Services Additional Terms and Conditions- Marie Green Psychiatric Facility

1. CONFIDENTIALITY

County 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. County shall not use identifying information for any purpose other than carrying out the County's obligation under this contract.

County 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 the San Benito without prior written authorization from the San Benito 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.

2. COMPLIANCE AND ETHICS

County agrees to establish ethical standards for all staff employed by County. These standards shall include compliance with state and federal regulations for safeguarding client information. County agrees to orientate and train staff to enforce established ethical standards.

County agrees to establish written policies and procedures that ensure organizational and individual compliance.

San Benito shall annually monitor County for compliance and adherence to its policies and procedures by requesting County to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. County shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

County shall comply with any and all requests from the San Benito for a list of cultural competency trainings and sign in sheets of staff attending those trainings who provide services on the PHF

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of County who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

County shall be responsible to perform ongoing exclusion reviews of current employees to ensure that County does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, County agrees to provide to County written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and Welfare and Institutions Code 14043.61. Detailed reporting shall be made available to San Benito upon demand. Failure to comply shall lead to contract termination.

County shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

San Benito shall not reimburse for past, present or future services rendered by individual that were under employment by County and have been excluded from federal and state participation.

5. NOTIFICATION OF UNUSUAL OCCURRENCE

County shall notify San Benito of any unusual or physical incidents (i.e., abuse, injury and death) that may affect San Benito's clients within twenty-four (24) hours of occurrence and, at the request of Managed Care, provide San Benito with a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

6. STANDARDS OF PRACTICE

Standards of practice of County shall be determined by the professional standards of County's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

7. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience.

8. STAFFING, TRAINING AND SUPERVISION

County shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with County's clinical supervision policy.

County shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State.

9. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

County shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

County shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary problem resolution process. This does not preclude County's 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 County's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

10. MUTUAL GOVERNMENTAL INDEMNIFICATION

The provisions herein, are made in accordance with Government Code section 895.4, as follows:

County shall indemnify, defend and hold harmless San Benito, its officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities

or losses arise, directly or indirectly, from the negligence or willful acts or omissions of County, its elected officials, officers, employees or agents.

San Benito shall indemnify, defend and hold harmless County, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of San Benito, its officers, employees or agents.

Where fault is determined to have been comparative, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any damage attributed to the fault of that party, its officers, directors, agents, employees, volunteers, or subcontractors.

The Parties acknowledge that by entering into this Agreement no party waives or intends to waive any immunities to which they would be entitled in the absence of the Agreement.

Each party shall promptly notify the other party of any claims or legal actions arising out of the performance of this Agreement

The obligations set forth above shall survive expiration or termination of this Agreement.

11. INDEPENDENT CONTRACTOR

It is mutually agreed and understood that neither party nor its contractors, sub-contractors, and employees, if any, shall have any claim under this Agreement or otherwise against the other party for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

County and San Benito shall ensure that all personnel used as contractors, subcontractors, and employees to perform the services reserved under this Agreement, are aware that County or San Benito is not responsible for any benefits or coverage for their efforts.

12. TERMINATION FOR CAUSE

The County and San Benito may terminate this Agreement should the County or San Benito fail to perform any material duty or obligation of the Agreement. Notice

shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County for San Benito patients remaining under the care of County until date of discharge. All costs to the County shall remain due and payable under the existing terms of the Agreement to County for all services rendered in good faith prior to discharge. Such remedy is in addition to such other remedies as may be available to the County or San Benito provided by law.



BEHAVIORAL HEALTH and RECOVERY SERVICES (BHRS) Administration

Genevieve G. Valentine, LMFT
BHRS Director

Administration
301 E. 13th Street
Merced, CA 95341
(209) 381-6813
(209) 725-3676 Fax
www.co.merced.ca.us

Mailing Address
PO Box 2087
Merced, CA 95344

Equal Opportunity Employer

BEHAVIORAL HEALTH & RECOVERY SERVICES (BHRS)

Exhibit AA - SERVICES AND PAYMENT AUTHORIZATION FORM

I authorize the admission of (patient's name) _____,
a San Benito County resident for psychiatric hospitalization at Marie
Green Psychiatric Center located at 300 E. 15th Street in Merced,
California.

San Benito County will be responsible for the following:

- 1) Transportation of the patient to and from Marie Green Psychiatric Center.
2) Payment of Services rendered to the client at the rate of \$2,236.88 per client per
day plus \$335.53 per client per day Administrative Overhead costs during the
period of July 1, 2021 to June 30, 2023. If the Client has Medi-Cal, placing County
will be responsible to cover all charges not reimbursed by the State or other payer
source.
3) Placement of patient post discharge.
4) Provision of at least one guard if necessary, at contracted rates.
5) Ensure that all medications are sent with patient and/or reimburse the cost of any
medical medication ordered or provided during the patient's stay at Marie Green
Psychiatric Center.
6) Payment of \$76 for History and Physical, if ordered by the attending psychiatrist.
7) Payment of Outpatient Services at County Maximum Allowable Rates, less any
reimbursements received from other payer sources.

[] Authorization Approved [] Authorization Denied

By: _____ County
(Please Print)

Signature: _____ Date

Please provide reason(s) if authorization is denied.

Document completed by: _____

BHRS Staff