

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
CASCADES MANAGEMENT COMPANY, LLC  
dba RIDGEVIEW RESIDENTIAL CARE CENTER**

---

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Cascades Management Company, LLC, a California Limited Liability Company dba Ridgeview Residential Care Cent (“Contractor”) for the purpose of providing adult residential care home services for clients of Tehama County determined by County’s Mental Health Division to be in need of such services.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall:

- A. Provide residential care home services to mentally disabled adult clients referred by County. These services shall be provided at Contractor’s facility located at 2096 Cascade Blvd, Shasta Lake, California.
- B. Provide specialty mental health services, as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, to Medi-Cal eligible beneficiaries, with or without private insurance, who meet the criteria established in, and in accordance with, the Tehama County Managed Care Mental Health Plan.
- C. Provide an augmentation program for residential care home services to Clients pursuant to this agreement that shall include, but not be limited to, the program services as described in Exhibit B, attached and incorporated herein. Contractor shall only admit those clients who require community Mental Health Treatment services as defined by applicable laws and regulations.
- D. Provide on-site staffing to ensure provision of care and supervision to meet clients’ needs pursuant to all requirements set forth in CCR, Title 22, Division 6, Chapter 1, Article 6, sections 80077.2, 80078 and Chapter 6, Article 6, section 85065.
- E. Comply with the Admission and Discharge Criteria as described in Exhibit B. All client admissions must be authorized in writing by the client (either personally or on their behalf by client’s guardian or conservator) and by County.
- F. Participate in meetings with County case managers, as may be called by County, to review the progress of each client, medications dosage and compliance (as

documented in each client's medication records), recreation participation and specific client problems.

- G. Allow County staff reasonable access to (1) all areas of Contractor's facility wherein a client is currently placed, or had been placed, at any time and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.
- H. Maintain buildings, grounds, fixtures, furniture, equipment, and supplies pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80086-80088, and Chapter 6, sections 85087-85088. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.
- I. Provide copies of any reports prepared by State agencies or licensing bodies regarding the Facility or quality of care provided including any notations of deficiencies.
- J. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement.
- K. Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.
- L. Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period,

County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "C" after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$150,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$150,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

**4. BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized statement on each client giving each client's name, the dates of service and the charges for all services rendered during the preceding calendar month. Along with the monthly, itemized statement, Contractor shall provide a summary statement of total clients treated, the number of patient days and total charges.. County shall make payment of all undisputed amounts within 30 days of

receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

## **5. TERM OF AGREEMENT**

This agreement shall commence on May 1, 2025, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

## **6. TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

## **7. ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be

entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

#### **8. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

#### **9. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

#### **10. INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder

or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

## **11. INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

## **12. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **13. NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

### **14. GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are

equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

**16. LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**17. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**18. NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
---------------	---

If to Contractor:	Cascades Management Company, LLC dba Ridgeview Care Center Attn: Chief Executive Officer 2096 Cascade Blvd., Shasta Lake, CA 96019
-------------------	--



Notice shall be deemed to be effective two days after mailing.

**19. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

**20. STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

**21. LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

**22. RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

**23. NO THIRD-PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

**24. HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

**25. HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

**26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**27. EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through D, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

**28. CLINICAL RECORDS**

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

**29. FINANCIAL RELATIONSHIPS**

Contractor shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by the Mental Health Director and the State Department of Health Care Services.

Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least seven (7)ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period,

County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

**30. FINANCIAL RECORDS**

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept pursuant to the laws and regulations of the State of California governing such programs.

**31. REPORTING**

Contractor agrees to provide County with reports that may be required by State or Federal agencies for compliance with this Agreement. Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours. Contractor shall submit a year-end program summary in a format to be provided by County.

**31. RECORDS**

Clinical records of each client shall be the property of Contractor and shall be kept at least ten (10) years or until audit findings are resolved. All such records shall be considered confidential client records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Tehama County Mental Health Director or designee. All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents.

**32. MONITORING**

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

**33. DOCUMENTS AND RECORDS**

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.
- E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.
- F. If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

**34. QUALITY ASSURANCE**

Contractor shall notify County of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County Mental Health Department's Quality Improvement Committee and any recommendations will be forwarded both

to the Executive Director of the Tehama County Health Services Agency and the Contractor's Chief Executive Officer.

Contractor shall furnish County with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

### **35. CODE OF CONDUCT**

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

#### **PURPOSE**

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

#### **CODE OF CONDUCT – General Statement**

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

#### **CODE OF CONDUCT**

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate

Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

**36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the COUNTY only for purposes of providing diagnostic or treatment services to patients.

CONTRACTOR agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. CONTRACTOR shall make this report by the next business day following discovery of the use, disclosure, or security incident.

**37. CULTURAL COMPETENCY**

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:



- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

### **38. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

### **39. PERSONNEL**

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1. All

Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

**40. COMPLIANCE AND PROGRAM INTEGRITY**

Contractor shall comply with all contractual provisions pursuant to Exhibit D, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

**41. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS:**

Contractor will utilize "VSee" software platform tool or other platform or software approved by County at the request of the County to facilitate assessments of clients.

**42. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

**43. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**44. HATCH ACT**

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Jayme S. Bottke, Executive Director

**CASCADES MANAGEMENT COMPANY,  
LLC DBA RIDGEVIEW RESIDENTIAL CARE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Arne Hyson, CEO

\_\_\_\_\_  
Contractor Number

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## Exhibit B

### **Program Review**

#### **Introduction**

Contractor, located at 2096 Cascade Blvd. Shasta Lake, CA, offers a full range of mental health services and programs for adults and older adults ages 18 through 59, who are suffering from chronic and persistent mental health challenges and who are unable to provide for their own daily needs. Care is delivered by a multidisciplinary team in partnership with local providers which may include psychiatrists, nurses, social workers, care managers, mental health counselors, substance abuse counselors, vocational counselors, paraprofessionals, family members and other professionals, depending on the needs of Clients.

Contractor guides and supports individuals experiencing mental health symptoms toward recovery, psychiatric rehabilitation, and well-being. Contractor integrates evidence-based practices, individual treatment and additional resources to support a healthy mind, body and spirit. The Contractor's program provides a safe and supportive environment where residents have the opportunity to regain mental health and stability and overcome "daily living" obstacles.

Contractor's **mission** is to provide an integrated service delivery system incorporating affordable and supportive housing services through organizational strategies that deliver quality Client care and reliable outcome data under the guidance of professional program managers.

Contractor's business plan approach is an integrated services model which is designed to achieve four broad objectives; 1) to provide accessible service delivery and supportive affordable housing for Clients;

2) to control and decrease the cost of Client's mental health care; 3) to integrate Clients toward independence by utilizing existing local providers for primary and mental health care; and 4) to decrease homelessness, law enforcement contact, and emergency room services.

#### **Residential Structured Programs**

Contractor has developed an affordable, intensive, residential treatment program to serve adults returning to Shasta County following a psychiatric hospitalization or to provide an alternative to psychiatric hospitalization.

Contractor will serve up to 16 persons at a time in a supportive, comfortable, and structured therapeutic living environment. Contractor's second floor will be licensed as an Adult Residential Facility by Community Care Licensing, a division of the California Department of Social Services. Contractor's program (sample of program schedule below) will offer brief

intensive treatment for Clients who suffer from dual diagnosis, trauma, and mood related disorders. Contractor has the capacity to offer long-term care for persistent mental illness and for Clients who require direction with basic life skills. Clients participate in group and individual counseling, and practice living independently. In this friendly environment, they help each other by sharing their problems and living cooperatively. Use of supportive services in the community and appropriate complimentary primary care health practices is encouraged.

The Facility will be staffed at all time with sufficient numbers and competent staff to meet Client needs.

The goal of Contractor is to assist mental health Clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.

As determined by County, referrals will come from two sources; higher levels of acute, locked or other long-term placements or from lower levels of supervised or independent living. Contractor will provide a Client-driven, clinician supervised rehabilitation program model that will assist the Client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Contractor's program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care; medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. Clients will remain in the program until they are able to transition to an appropriate placement identified by the treatment team and the client.

Each Client works with a multi-disciplinary team comprised of team members that possess diverse skills, with education and experience in a variety of fields, including psychiatry, social work, psychology, chemical health, nursing, case management, complementary health practices, therapeutic recreation, nutrition, and health & wellness.

### **Residential Non-Structured Program**

Contractor provides affordable non-licensed independent apartments for up to twelve Clients with no supervision.

### **Admission and Discharge Criteria**

#### **Admission Criteria**

Contractor's Facility is intended for individuals who have an identifiable dementia, or other mental health condition or crisis, requiring temporary or long-term placement outside of their



home. Contractor accepts "voluntary" and "conserved" Clients of County referred by County who meet the admission criteria established for the program.

#### Inclusions:

- Client must have a qualified mental health diagnosis;
- Client or Client's legal guardian/conservator must consent to treatment;
- Client must have an emergent or long-term related mental health need that cannot be treated at a lower level of care;
- Client must be free from alcohol or drug use for at least 24 hours prior to entering the program; and
- Client must be referred from County or have the approval of the Contractor's Medical Director.
- Client must be ambulatory.

#### Exclusions:

- Client must not be actively dangerous to self or others;
- Client must not have a need for a higher level of acute psychiatric care;
- Client must not have a need for acute medical treatment or nursing care;
- Client must not have an active case of communicable tuberculosis;
- Client must not have a condition that renders them bedridden; and
- Client must not have a primary diagnosis of drug or alcohol problems.

#### Discharge Criteria

With the exception of cases involving acute psychiatric or medical attention requiring immediate placement, the County will provide a 30 day notice for discharge to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.

Clients are discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet all of the following criteria:

- Client has met the criteria for discharge listed in the treatment plan;
- Client has alleviated all crisis and/or other symptoms;
- Client has demonstrated ability to function in a less-restrictive environment;

If Client does not meet all of the criteria listed above, Client may be discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet at least one of the following criteria:

- Client has demonstrated need for a higher level of medical or psychiatric care;
- Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior ;

- Client has repeatedly disregarded the rules of the Facility and/or responsibilities and expectations;
- Client has demonstrated threats and/or other dangerous behavior to other residents or staff.

### **Mandatory Groups**

Resident's Council: Client joins the household each morning and afternoon and checks-in with "how you're doing", what their favorite part of yesterday was and their goals for the day. Clients also discuss something each one would like to do within the week as well as any group/outing requests. This meeting gives Clients a chance to check in with the household, give suggestions, make comments, air grievances, and give compliments. The Clients run this meeting independently. Staff will make any special announcements and recreation activities planned directly after the meeting when necessary.

Illness Management and Recovery (IMR) Group: In IMR Clients learn about mental illness and strategies for treatment, how to decrease symptoms, and how to reduce relapses and re-hospitalizations. This group will help identify personal recovery goals and will include homework to support in making progress toward goals.

Daily Chores and Field Day Group: Clients work together as a house to get daily chores accomplished after meal times. Chores can include but are not limited to taking trash out, cleaning counters and tables, sweeping, mopping, wiping down furniture, cleaning windows, disinfecting handles and light switches, vacuuming, outside clean up, bathrooms, and chore/med/meal helpers to prompt other clients for each activity. Once a week the clients participate in Field Day Group which involves a deep clean of their rooms and stripping their beds of linens to ensure they are cleaned thoroughly at least once per week. Clients also have their own personal laundry times and learn to launder independently.

Coping Skills Group: In this Group, Clients learn skills to cope with change, and improve their mental health. Clients learn mindfulness, emotion regulation, interpersonal effectiveness, distress tolerance, and breathing techniques. Clients develop improved decision making skills, better problem solving abilities, and the ability to set boundaries and communicate effectively. Clients will also learn to identify stressors, reducing stress, connecting with people, and managing anger and anxiety.

### **Elective Groups**

Independent Living Skills Group: This group discusses all the topics it takes to live independently. Clients pick their goals and get support and feedback from others.

Dual Recovery Group: This group is an educational support group for residents who want to reduce their use of drugs or alcohol or stop using substances altogether. This group is also appropriate for those who would like support in maintaining their sobriety.

Therapeutic Art Group: Clients learn more about their creative side by spending time getting to know themselves better and have fun with art.

Social Relationships Group: This group discusses topics like; communication, self-esteem, family relationships, friends, anger education, assertiveness, self-improvement, and much more. This group will help Clients practice the skills it takes to have positive relationship experiences.

Brain Train Group: In this group, Clients learn how to increase memory, concentration, attention and focus, through learning and practice of research-based strategies for improving the brain in all these areas. During this group Clients spend time doing pencil puzzles, strategy games, memory games and learning the cognitive benefits of this practice.

Mindful Movement Group: In this group, Clients learn exercises that can relieve anxiety and help improve mood, energy, and concentration. These exercises are safe, gentle and easy to learn.

We Fit!: This group's focus is to increase resident's physical movement. When the weather is pleasant, this time is used for the walking group. When weather is less than pleasant, other activities are used to increase movement, for example, Wii Fit, walking local malls, etc.

Relaxation Group: This is a very easy group which provides a pleasant experience of deeper relaxation. No previous experience is necessary. The group facilitator guides the group using nature music, simple breathing and a guided imagery format.

Open Process/Men's & Women's Group: These groups are just as they sound. The groups rotate; with open process every other week and then men's group and women's group monthly. It is an open group to discuss whatever is on your minds. Focus will be primarily on feelings, current concerns, and potential solutions. One of the main goals of this group is for group members to support each other in getting and giving advice and support. Men's group will focus on male Client's concerns or issues, Women's group will focus on female Client's concerns or issues.

Family and Friends Group: Join this group for treats, conversation, and education. This is a chance for Client's family members and friends to learn more about recovery, facts about mental illness, self-care and problem-solving techniques. This group is open to Clients and any family member or close friend the Client wishes to invite.

Vocational Group: This group is facilitated by Clients and the focus is on chemical dependency issues, spiritual support, and recovery. There are no requirements for membership or to attend.

## **Activities**

Community Outings: Outings are planned at the request of Clients. Outings with staff go to places like movies, bowling, playing pool, etc. For independent outings, staff will help coordinate with other Clients, provide a gift card (such as for coffee or bowling), and Client will go on their own. Suggestions are welcomed.

Basic Needs: This is a time when our Independent Living Skills Coordinator assists with basic ADLs, nutrition and meal planning, budgeting, banking, and transportation skills. When and where appropriate, clients are taken into the community to attempt these skills with supervision.

Game Groups/Nights: Clients can play games with peers for a chance to win prizes. Clients also can participate in monthly billiards, corn hole, mummy, and basketball tournaments. Clients also have trivia, karaoke, and other game groups throughout their monthly Activity Schedules.

*End of Exhibit B*

Exhibit C



To: Mental Health Director  
Contract Manager

From: Arne Hyson, CEO

CC:

Date: April 15, 2024

Re: Ridgeview Residential Center Rate for  
FY 2024-25

Dear: Mental Health Director

As Ridgeview Residential Center heads into its ninth year of service, we have worked hard to maintain our daily rates in the face of ever-increasing costs, while at the same time providing the high level of quality care that we have become known for. Unfortunately, with the recent wage laws, increased insurance premiums and other operational costs, we are finding it necessary to adjust our daily rate for the upcoming budget year. Beginning July 1, 2024, our new daily rate will be \$195.00.

Published Rates for Fiscal Year 2024-25

Ridgeview Residential Facility

\$195.00 per day

While we are not happy about having to adjust our rate, we are confident that the increase will allow us to meet our operational obligations while maintaining our service commitments to the counties and the patients they entrust in our care.

It continues to be our focus to provide the service that you have come to expect from us over the years and we pledge to uphold that standard.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Arne Hyson'.

Arne Hyson, CEO

Cascades Management Company, LLC  
DBA: Ridgeview Residential Center

Ph: (530) 790-2530

*End of Exhibit C*

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

#### **Exclusions Checks**

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

#### **Ownership Disclosure**

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
  - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
  - (2) Any Medicare intermediary or carrier; and
  - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
  - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

#### **Business Transactions Disclosure**

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

#### **Persons Convicted of Crimes Disclosure**

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

### **Criminal Background Checks**

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

*End of Exhibit D*