

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
WILLOW GLEN CARE CENTER, a CALIFORNIA CORPORATION**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Willow Glen Care Center, a California corporation (“Contractor”) for the purpose of providing community residential treatment services and Lanterman Petris Short (LPS) declarations 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 treatment services to mentally disabled adult clients referred by County pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor’s facility located at 1547 Plumas Ct., Yuba City, California, Sequoia Psychiatric Treatment Center facility located at 1541 Plumas Ct., Yuba City, California and Trinity Pines facility located at 2753 White Avenue, Chico, California. Programs are described in Exhibit B attached hereto and made a part hereof by this reference.
- B. Comply with the Admission and Discharge Criteria as described in Exhibit C attached hereto and made a part hereof by this reference. 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.
- C. Provide staffing at the Facility 24 hours per day, seven days per week.
- D. Provide one-to-one client supervision, (“Ancillary staff”) in situations where an assault with injury has occurred, severe property damage has been done and where behaviors require continuous supervision and monitoring for the safety of the client and others. Pre-approval by the Mental Health Director, or designee, must be obtained prior to providing this service.

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.

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 “E” after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$1,100,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$2,200,000. 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, director 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 20th day of the 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. Exhibit D, attached hereto and made a part hereof by this reference, is an example of said statement. 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 the date the services were approved for payment. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2024, 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.

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: Willow Glen Care Center
Attn: Chief Operations Officer
1547 Plumas Ct.
Yuba City, CA 95991
(530) 751-9900

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. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through F, 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.

27. 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 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.

28. 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.

29. 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.

30. 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.

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.

31. 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.

32. 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.

33. HEALTH INSURANCE PORTABILITY & 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.

34. 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.

35. 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.

36. 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.

37. COMPLIANCE AND PROGRAM INTEGRITY:

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

38. 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.

39. 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.

40. 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).”

41. 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.

42. 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.

Date: 6-10-24

COUNTY OF TEHAMA

Jayne S. Bottke
Jayne S. Bottke, Executive Director

Date: 6/7/24

WILLOW GLEN CARE CENTER, a California corporation

Jeff Payne
Jeff Payne, Executive Director

105571
Vendor Number

55407 & 55400
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 DESCRIPTIONS

Willow Glen Care Center

Introduction

The Intensive Residential Care (ICR) Program is a dedicated 20-bed living area within the new Willow Glen Care Center building, specializing in residential care for chronically mentally ill adults who are unable to maintain residential placement because of difficult to manage behaviors.

The program combines psychopharmacologic, cognitive and behavioral management with individualized care planning to assist residents to manage psychiatric symptoms, stabilize their residential placement and develop optimal levels of functioning.

Mission Statement

The mission of the IRC is to provide to prepare residents with difficult behavioral for a transition to lower levels of care. The program provides short and long-term placement with quality and compassionate care in a safe and structured environment, while respecting the resident's dignity and respect.

IRC Program

The IRC Program provides a higher level of care for those residents that exhibit difficult behaviors including: those that are inappropriate to reside in a traditional board and care or independent living environment, those who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program or I.M.D.

The Program is designed to assess and evaluate each resident and to develop an individualized care plan, which focuses on stabilizing the psychiatric condition and assisting the resident to achieve an optimal level of functioning. Residents are reviewed weekly by the multidisciplinary team to determine progress and to facilitate and develop a transition plan to a lower level of care when sufficient progress is made.

The Program accepts referrals from County Mental Health Agencies for residents who are LPS conserved from:

- Independent Living Situations
- Board and Care Homes
- Acute Psychiatric Hospitals/PHF's
- IMD's
- State Hospitals

The Intensive Residential Care staff has 24-hour access to psychiatric consultation in the event that staff need direction or support for behavioral management issues or medications. All prescription medications are managed by the IRC Medical Director. Medications are centrally stored and all residents are assisted by staff as necessary with routine and pm medications.

Behavioral skills management and daily living skills is provided by the Rehabilitation staff and the IRC staff. Safety surveillance is maintained by a 1:5 ratio of care providers to residents.

The IRC Behavioral Management methods include:

- Intensive staff supervision
- Continuous resident redirection
- Increased social interaction with peers and staff
- An atmosphere discouraging isolation and withdrawal
- Structured opportunities for development of social skills
- A safe environment to explore and improve functional capacities
- Preparation for transition to a lower level of care

If a resident experiences an acute psychiatric episode that is no longer manageable at the IRC level of care, the IRC staff will coordinate with the County Case Manager and Conservator for a proper inpatient referral. With appropriate County consultation and direction, residents may be referred directly to any appropriate inpatient facility. Two Psychiatric Health Facilities are available within one block of Willow Glen.

If a resident experiences an acute medical need, a Hospital Medical Center is located within ½ mile of the campus to provide for medical needs.

IRC Program Goals

- To provide a smooth transition for residents requiring a long term, stable placement.
- To reduce recidivism to higher levels of care.
- To prepare residents for a transition to a lower level of care.
- To provide programs focused on communication & behavior management that assist residents to develop coping skills, social skills and daily living skills.
- To prevent residents that are having a psychiatric crisis from needing an acute psychiatric intervention.
- To promote the optimal level of functioning and stabilization for each resident.

Evaluation and Resident Care

Resident care is directed by the Medical Director who is responsible for the planning, supervision and implementation of clinical services. The Medical Director also monitors the psychiatric and pharmacological needs of IRC residents. A primary care physician is available to assess and manage the resident's routine medical needs. Other qualified physicians may participate in the resident's care as necessary for specialty needs.

The Medical Director leads a multidisciplinary team to evaluate resident's needs and clinical progress. Professionals directly involved in the resident's evaluation and resident care process include the psychiatrist, a primary care physician, conservators, County case managers and rehabilitation specialist. This multidisciplinary team is responsible for a weekly review of clinical cases and includes the development of individualized care plans and a review of resident's progress.

Medical and Emergency Care Access

Routine medical surveillance for residents in the IRC is provided by consultation with a local Primary Care Provider. Emergency medical care is available through the local Hospital Emergency Room.

Pharmacy Services

Pharmaceutical services are provided by a licensed pharmacy. Medications are prepared by the pharmacy and are centrally stored at WGCC. The IRC staff observes and assists the resident with a self-administration medication protocol and records resident compliance with the process.

Rehabilitation Services

Medi-Cal eligible services will not be provided to residents in the IRC program. Residents may have access to the Willow Glen Rehabilitation Service as individual functioning abilities progress, which is determined by the multidisciplinary team in consultation with the County Case Manager/Conservator. Residents have the opportunity to participate in a regular activity program, which is specifically adapted and offered to residents in the IRC program. IRC residents do have access to all activity areas within the facility with staff supervision.

Staffing

The IRC is managed by a qualified Administrator and supervised by a Program Manager. A blend of professional and paraprofessional personnel complete the balance of the mental health staff including Rehabilitation Specialists, Mental Health Workers and Program Assistants. The IRC is staffed 24 hours a day, seven days a week.

All new IRC staff members receive an initial 20 hours of orientation and training and an additional 20 hours of training on an annual basis. The IRC staff also participates in the Willow Glen Care Center's regular training program to continually upgrade skills to assure qualified resident care. Each employee performs duties according to a criteria-based job description that reflects resident needs and defines required qualifications and competency standards.

Facility

Willow Glen is located at 1547 Plumas Court in Yuba City, California. The 40,000 square foot facility includes living rooms, kitchen, dining areas, social hall, beauty shop, personal laundry areas, and activity spaces. Each resident will reside in a semi private bedroom with a private bath. The new facility provides residents with walking paths, outdoor seating, covered gazebos and outdoor smoking areas. The facility also includes an indoor gymnasium, as well as, several patios, garden areas and lawn areas. The facility is designed to provide a comfortable, safe and warm home-like setting where residents can achieve a level of stability that allows them to pursue productive activities and interests and facilitate a plan to a lower level of care. The facility is designed with a "Secured Perimeter" which allows the perimeter fence to be locked for the benefit of resident safety.

Sequoia Psychiatric Treatment Center

Program Overview

Sequoia Psychiatric Treatment Center (SPTC) is a locked, 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California. The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care, but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living. The acuity level of these clients is fairly high and when necessary for reasons of safety, SPTC is licensed to seclude and/or restrain clients. In cases of medication non-compliance, conservator approval is obtained and medications may be administered via IM injections.

The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two primary sources: higher levels of acute, locked, or other long-term placements, such as state hospitals and IMD's, or from lower levels of supervised or independent living. SPTC also accepts 1370 (IST) clients. SPTC provides 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.

Program Goals and Objectives

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. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

Program Services

To accomplish the aforementioned goals, SPTC provides Medication Support Services (including prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as well as the evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, instruction in the use, risks and benefits of and alternatives for medication), Mental Health Services (individual and group therapies designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency). Rehabilitative Services that include, but are not limited to assistance in improving, maintaining, or restoring clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, and support resources, and medication education. Plan Development (Individual Service Plans), a service activity that consists of development of client plans, approval of client-driven plans, and monitoring of a client's progress. Service Activities include, but are not limited to, assessment, therapy, rehabilitation, and plan development.

The program will be staffed by professional and paraprofessionals, including two psychiatrists (providing Psychiatrist Services), a psychiatric physician's assistant (PA), nurse practitioners (CRNP and FNP), clinical psychologists (providing Psychologist Services), a Registered Nurse, LVN/LPTs, recreation therapist, Program Director, and Milieu Counselors. SPTC shall also provide Rehabilitative Mental Health Services including Medication Support services and Mental Health Services.

Floor staffing for a typical 24-hour period is 3 LPT's/LVNs, and 11 Milieu Counselors, and is managed by a Registered Nurse. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

Clinical Program Elements

Every client's progress and needs are addressed 2 times per week by a licensed clinician during SPTC IDT meetings. Discharge planning is a key program goal, and every client is seen individually at least once per week for a more in-depth evaluation of his or her progress, unless there is clinical necessity for more frequent one-to-one meetings with the clinical staff. Medications are prescribed and/or adjusted, and medication education is performed, and a client-clinician discussion about the efficacy and side effects of the client's medication regimen occurs during a client's one-to-one meeting with a prescriber. Again, every client meets with a prescriber at least once a week. Following these individualized one-to-one meetings with a clinician, the clinician then meets again with the IDT at the end of the clinical day for a Team Review and Wrap-Up.

This intense approach to medication management, coupled with an extraordinary enhancement of clinical oversight, affords a profound level of professional therapeutic influence, atypical of the MHRC level of care.

Rehabilitation Elements

The Rehabilitation component is another enhanced segment employed at SPTC. This MHRC offers 27 Rehabilitation Groups, 11 Community Outings, and 14 Activities Groups per week. All of the groups and outings have been developed with these specific goals in mind: Discharge to lower levels of care and/or reintegration into the community. Program staff at SPTC strive to teach and instill the lessons of self-care and independence, rather than dependency.

Our Clinical and Rehabilitation components work hand in hand with our clients to assist them in reaching their best attainable level of functioning by conducting regular reviews and adjustments to each client's Individual Service Plan. Client input and ownership of their ISP is vital to our clients' success, and to this end we strongly encourage clients' participation in this process.

Philosophy

SPTC is acutely mindful of the gap we fill in regards to throughput for the mental health communities and systems we serve, and we are committed to adhering to our promise that we will continue to serve clients from both ends of the spectrum: Those clients from higher levels of care, such as acute inpatient and state hospital clients, and those clients from lower levels of care who have become too acute for their current setting.

Facility

The newly constructed facility provides 7500 square feet of living, program and office space, with generous indoor and outdoor activity spaces. The facility is located at 1541 Plumas Court Yuba City, California 95991.

Trinity Pines

Introduction

Trinity Pines is dedicated to providing a safe, empowering environment that promotes dignity, self-respect, and wellness and recovery for the individual consumer. Trinity Pines is an adult residential facility serving individuals ages 18-59 and is licensed by the Community Care Division of the State Department of Social Services. Trinity Pines is located in Chico, California and operated by Willow Glen Care Center, a nonprofit 501(c)(3) corporation in California.

Program Goals

The program will provide adult consumers requiring residential and mental health services with a community-based alternative to hospitalization or institutional placements. The program provides 24-hour per day, seven days per week structured, therapeutic milieu for consumers. The program's primary goal is to assist consumers to develop the skills necessary to transition from supervised twenty-four (24) hour care to independent living within the consumer's home community.

Trinity Pines staff works in collaboration with County Mental Health, Case Managers, the Public Guardian and the individual consumer to develop a comprehensive plan for community re-integration from out-of-county, higher levels of care.

Services are individually targeted and focused on comprehensive life skills development to reduce the consumer's dependence on higher levels of 24-hour care and emergency psychiatric services, and to maintain an independent living arrangement. Trinity Pines is committed to fostering empowerment, hope and self-reliance as essential tools for successful independent living for the consumer.

Services are provided at progressive levels:

1. Pre-Admission Assessments and Contact

Pre-admission assessments are completed at the time of referral to assess the consumer's appropriateness for placement and to identify any special requirements or accommodations.

Pre-admission contact is an essential element to complete assessments, cooperatively establish initial plan of care, begin trust building, and introduce the consumer to program policies.

2. Consumer Orientation

A period of acclimation is provided to familiarize the consumer to the program policies, house rules, initial care plan and local community resources.

3. Skill Assessments

Assessments are completed collaboratively with consumer, program staff and county care providers to identify functional abilities in the areas of Life Skills, Community Skills and Pre-vocational Skills.

4. Individualized Community Integration Plan

An individualized, strength-based targeted integration plan is developed, utilizing consumer's strengths and targeting key areas of the consumer's programmatic needs. Specific areas of need are identified such as, chemical dependency, medication non-compliance, lack of transportation, housing issues, etc. Consumer is involved in strategic planning.

5. Skill Building/Practice

Consumers practice independent skills with support and encouragement from staff and peers. Consumer is involved in both individual and group experiences within the supportive setting and the community.

6. Individualized Community Integration Plan Review

Care plans are reviewed regularly to assess consumer progress and assure that goals remain appropriate for each individual.

7. Community Integration

Consumer attains re-integration into the community at his/her optimum level of functioning. Ideally, this involves integration into independent living for the consumer. However, consumer will be considered to have successfully re-entered the community when they are able to maintain placement at the lowest level of care.

Program Components

1. Independent Living Skills

Consumers are encouraged to adopt healthy lifestyle choices through a successfully established living skills program developed specifically for the residential setting. This program includes:

- Scheduled self-maintenance
- Maintenance of personal space
- Clothing care/laundrying
- Meal planning and preparation
- Shopping and money management
- Use of public transit system

2. Wellness and Recovery

Residents are expected to take an active role in their recovery. Self-responsibility and reliance is both modeled and encouraged. This program includes:

- Time Management
- Medication Compliance/Routine
- Medication Education
- Scheduling Medical/Psychiatric Appointments
- Chemical Dependency Recovery
- Healthy Sleep Habits
- Coping Strategies
- Relaxation and Stress Management Techniques
- Self-Control and appropriate emotional expression

3. Communication and Social Skills

By practicing cooperative living skills in the residential setting, residents are enabled to build healthy relationships in the home setting and in the community. This program includes:

- Social Conduct and Communications
- Group Interaction
- Community Alcohol/Drug Recovery Groups
- Recreational Activities
- Artistic and Cultural Events
- Role Play and Trust Building Exercises

4. Pre-Vocational Skills

Practice is done in the less stressful environment of the residential setting or supervised community resources. This program includes:

- Goal Setting
- Vocational Exploration
- Volunteer Activities
- Work Related Behavior Development

5. Family Involvement

Family communication and involvement is crucial to the recovery process. Families are encouraged to be involved in the process (with the permission/cooperation of the consumer). This program includes:

- Family Dynamics and Roles
- Successful Communication Skills
- Community Family Resources
- Family Involvement in Select Residential and Community Activities

Documentation

Documentation shall consist of initial assessments, ongoing program notes, plan development, program interventions and collateral notes.

Written assessment upon admission include:

- health and psychiatric histories
- psychosocial skills
- social support skills
- current psychological, educational, vocational and other functional limitations
- medical needs, as reported; and
- meal planning, shopping, and budgeting skills

Ongoing program notes, plan development, program interventions and collateral notes will include:

- Activities in which the client participated
- Client's behaviors and staff intervention
- Progress toward objectives or documentation of lack of progress
- Involvement of family members if appropriate
- Contact with other programs/agencies/treatment personnel involved with the client's treatment

Basic Services

1. Basic General Services

- a. Lodging, double room
- b. Food Service:
 - (a) Three nutritious meals daily and between meals nourishment and snacks
 - (b) Special diets if prescribed by a doctor
- c. Laundry Services
- d. Cleaning of the resident's room as needed or assistance if able
- e. Comfortable and suitable bed including fresh linen weekly or more often as needed
- f. Planned transportation to medical and dental appointments
- g. A planned activity program including arrangement for utilization of available community resources
- h. Notification to family and other appropriate person/agency of resident's needs

2. Basis Personal Services

- a. Continuous observation, care and supervision
- b. Assistance with bathing and personal needs
- c. Assistance with meeting necessary medical and dental appointments
- d. Control and assistance with prescribed medication in accordance with physician's instructions unless prohibited by law or regulations
- e. Bedside care for temporary illnesses
- f. Maintenance or supervision of client/resident cash resources or property

Staff Requirements and Staff Training

A qualified Administrator manages Trinity Pines. A qualified Program Director directs the Trinity Pines program. Experienced staff provide comprehensive residential and program services. All staff meet the minimum requirements of Department of Social Services, Title 22 regulations and Department of Health Services, Title 9 regulations. The program director will provide and document a specific plan of supervision and at least 20 hours of in-service training per year for the employee to ensure the ongoing qualifications of the individual to perform the job. Staff training is scheduled on a monthly basis and utilizes both internal and external resources. Topics include:

- a. Care and Supervision
- b. Employee Relations
- c. Disaster Preparedness and Safety
- d. Consumer Rights/Ethics
- e. Interventions
- f. Community Integration

Transportation

Consumers will be educated and trained to use public transportation to meet their daily needs. When public transportation is not available, transportation will be provided by Trinity Pines Care Center for specific scheduled activities, medical emergencies and planned individual needs. Special requests will be honored whenever possible and whenever there is not an alternative.

Facility

Trinity Pines is centrally located near the business section of Chico, California. Consumers will have convenient access to public transportation and necessary community services. The facility provides generous outdoor space to accommodate a diversity of uses. Peaceful and serene, the spacious outdoor areas feature a variety of fruit trees and flowering plants, perfect for relaxation and outdoor activities.

End of Exhibit B

Exhibit C

ADMISSION/DISCHARGE CRITERIA

1. INCLUSIONS:

- a. Residents must have a qualified mental health diagnosis.
- b. Residents must be admitted voluntarily or by a legal guardian/conservator and consent to treatment.
- c. Residents must have an emergent or long term mental health need that cannot be treated at a lower level of care.
- d. Residents must be free from alcohol or drug use for at least 24 hours prior to entering the program.
- e. Residents must be referred from County Mental Health or the Tehama County Public Guardian (with an LPS Conservatorship).

2. EXCLUSIONS:

- a. Residents must not be actively dangerous to self or others.
- b. Residents must not have a need for a higher level of acute psychiatric care.
- c. Residents must not have a need for acute medical treatment or nursing care.
- d. Residents must not have an active case of communicable tuberculosis.
- e. Residents must not have a primary diagnosis of drug or alcohol problems.

3. DISCHARGE:

Discharge criteria will be determined on an individual basis. The criteria will be determined by the needs of the client in the services review team meeting. The services review team will be comprised of the Program Director, counselor, client and conservator or county representative. The criteria for discharge will be outlined in the client's service plan. The service plan will be created by the counselor and client.

End of Exhibit C

Exhibit D

MONTHLY PATIENT BILLING STATEMENT

The monthly patient billing statement from Contractor to County must contain, at a minimum, the following information:

1. FACILITY INFORMATION:

Facility Name/Phone No.:

Facility Address:

2. PATIENT INFORMATION:

Patient name: _____

1. Number of days services rendered: _____

a. Dates of service: from _____ to _____

2. Program Description _____

3. Negotiated Rate \$ _____

4. Subtotal:
(Line 1 x Line 3) \$ _____


5. Net owed to Contractor by County: \$ _____

Exhibit E
Fee Schedule

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991 * License # 5150001963 * Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers
FROM: Jeff Payne, Executive Director 
DATE: 3/17/2024
RE: FY '24/'25 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	\$260 a day
Casa Del Rio (Hanford, CA)	\$200 a day
Trinity Pines. (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$190 a day 10 – 12 clients at \$245 a day 7 – 9 clients at \$305 a day 0 – 6 clients at \$330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$215 a day 70 – 84 clients at \$240 a day 0 – 69 clients at \$250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$385 a day 31 – 35 clients at \$405 a day 0 – 30 clients at \$435 a day
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Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$410 a day
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Residential Services/Board and Care as of 7/1/24

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

End of Exhibit E

Exhibit F

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 F

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Willow Glen Care Center

Contract Description: For the purpose of providing residential treatment services and
LPS declarations

APPROVED AS TO FORM:

Date: 06/07/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-905

Enactment Number: MISC. AGR 2024-198

HEALTH SERVICES AGENCY / MENTAL HEALTH

- a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Willow Glen Care Center, a California corporation for the purpose of providing community residential treatment services for the rates set forth in Exhibit "E" with maximum compensation not to exceed \$1,100,000 in any fiscal year with total contract amount not to exceed \$2,200,000, effective 7/1/24 and shall terminate 6/30/26.

Enactment No: MISC. AGR 2024-198

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Matt Hansen

SECONDER: William Moule

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/25/2024.

Attest:

Jennifer Vise

July 02, 2024

Date Certified