

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract made this 10th day of June, 2014 between:

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
(530) 841-4100
(530) 841-4320 FAX

And

CONTRACTOR: Remi Vista, Inc.
Attn: John W. Tillery, CEO
PO Box 494100
Redding, CA 96001
(530) 245-5805
(530) 245-0340

ARTICLE 1. TERM OF CONTRACT

- 1.01 Contract Term: This Contract shall become effective on July 1, 2014, and shall terminate on June 30, 2015, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01 Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto, in accordance with Exhibit "B", County of Siskiyou Behavioral Health Services Organizational Provider Manual For Specialty Mental Health Services.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Siskiyou County Health and Human Services Agency Director or his or her designee.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00).
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 45 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.
- 4.05** Overpayments: In the event that an overpayment is made to Contractor for services under this agreement, County shall notify and invoice Contractor for repayment in full. Contractor shall refund overpayments to County within 30 days of receipt of invoice. County will not offset future payments for services under this agreement.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract, Exhibit A, I, Section H.
- 5.02** Contract Management: Contractor shall report to the Siskiyou County Health and Human Services Agency Director (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.

- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with "consent to self-insure" issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form

satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments.
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding, and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

- a. Pursuant to California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 2, Article 1, Section 1810.430 (d) services shall meet federal

contracting requirements as provided in Title 42, CFR, Section 438.6(f), and shall include the following provisions:

- (1) Treatment requirements, as a condition for reimbursement for services, that ensure beneficiaries will receive the same level of services as provided to all other patients served.
 - (2) Assurances that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.
 - (3) Specifics on how the facility shall make records available for authorized review for fiscal audits, program compliance and beneficiary complaints.
- b. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any Contractor who receives a total of \$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If Contractor is subject to Annual Audit requirements, Contractor is required to submit a copy of the completed audit to Siskiyou County Health and Human Services Agency department no later than thirty (30) days after term of contract, or as otherwise agreed to in writing by County and Contractor.

- c. Disclosures: Medicaid Managed Care Entities, as defined in 42 C.F.R. § 455.101 and 42 C.F.R. 438.2, and subcontractors must disclose certain information pursuant to 42 C.F.R. § 455.101, 455.104, and 455.106(a)(1),(2), and the Department of Health Care Services (DHCS) contract with the County, Contract # 12-89398, Exhibit A, Attachment I, Section 19. Contractor will disclose this Information in accordance with the DHCS contract, located on the Siskiyou County Behavioral Health Website at: <http://www.co.siskiyou.ca.us/BHS/InfoRes.aspx>
- d. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, Contractor must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs and activities, nor debarred or proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this Contract, or County may elect to terminate the Contract.

Contractor may not be listed on the System for Award Management (SAM) (<http://www.sam.gov>) prior to or during the Contract. The Contract will not be awarded to Contractor if Contractor appears on the SAM database as suspended or debarred.

- 5.20 Bankruptcy:** Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.
- 5.21 Confidentiality:** All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable State and Federal law.
- 5.22 Patients' Rights:** Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5323; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.
- 5.23 Health Insurance Portability And Accountability Act (HIPAA):** Contractor shall comply with, and assist Siskiyou County Health and Human Services Agency in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows:
- a. **Use or Disclosure of Protected Health Information:** Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of title 42, United States code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- b. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.
- c. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.
- d. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designed by County, or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
- e. Termination of Agreement: Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given the opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
- f. Destruction of PHI: Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protection of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.

5.24 Grievance Procedure: If Contractor is required by ordinance, regulation, policy, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor grievance procedure prior to providing services under this Contract.

5.25 Changes in Regulations: If Siskiyou County Health and Human Services Agency notifies Contractor of a change in County or State regulations or guidelines affecting contract activities, Contractor shall choose one of the following options and notify the County in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that Contractor's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that Contractor is in the process of modifying operations to comply with the change and will complete

these modifications and be in compliance within thirty (30) days of notification by County; or (3) Notify Siskiyou County Health and Human Services Agency of termination of the Contract or seek modification of any terms of the Contract materially affected by a regulation or guideline change.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County or Contractor: Either party may terminate this Contract at any time by providing a notice in writing to the other party that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance

with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

County Siskiyou County Health and Human Services Agency
 Attn: Behavioral Health Division Fiscal Officer
 818 S. Main Street
 Yreka, California 96097
 (530) 841-4732 PHONE
 (530) 841-4320 FAX
 rbullock@co.siskiyou.ca.us

Contractor Remi Vista, Inc.
 Attn: John W. Tillery, CEO
 393 Park Marina Circle
 Redding, CA 96001
 (530) 245-5805
 (530) 245-0340

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

- 8.06 Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration:** Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09 Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 Time is of the Essence:** Time is of the essence in the performance of this Contract.
- 8.11 Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12 Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13 Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14 Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition,

covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

8.16 Audits:

A. Services provided by Contractor under this agreement and associated documents and records shall be subject to audit by appropriate County, State and Federal agencies.

B. Contractor's Cost Report and Financial Statement shall be subject to audit by appropriate County, State and Federal agencies.

C. Contractor shall provide County with on-site access to all reasonable documents, records and other supporting documentation for billing and services under this agreement.

D. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.

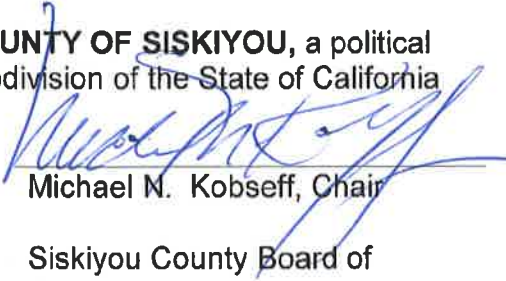
All provisions in Section 8.16. Audits shall survive the termination, expiration, or cancellation of this agreement.

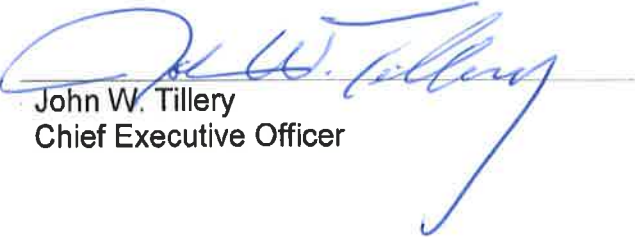
SIGNATURE PAGE TO FOLLOW

Executed in Yreka, California, on the date and year first above written.

COUNTY OF SISKIYOU, a political subdivision of the State of California

CONTRACTOR: Remi Vista, Inc.

By: 
Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

By: 
John W. Tillery
Chief Executive Officer

ATTEST: Colleen Setzer, Clerk to the Board of Supervisors


On File
Taxpayer ID

By: 
Deputy

APPROVED AS TO FORM:

By: 
Brian L Morris
County Counsel

APPROVED AS TO ACCOUNTING:

Fund	Org	Acct	Actv
2122	401030	723016	

By:  6/4/14
Jennie Ebejer
Auditor-Controller

APPROVED AS TO RISK MANAGEMENT:

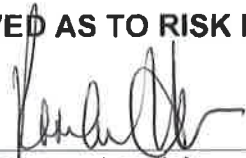
By: 
Rose Ann Herrick
Assistant County Administrator

EXHIBIT A

I. SCOPE OF SERVICES:

Services will be provided in the home or community to Siskiyou County youth and their families who have been identified and referred by County as in need of Specialty Mental Health Services and preauthorized by County.

- A. Contractor, for County's benefit shall perform medically necessary and clinically appropriate professional specialty mental health services as set out in this Exhibit, attached hereto and by this reference fully incorporated herein, subject to the following conditions:
- 1) Authorization of client by County: Contractor will provide services to the client(s) authorized by County to receive services from Contractor, subject to Contractor's acceptance of such client(s) for services. Such client(s) authorized by County and accepted by Contractor shall be referred to as "Authorized Clients".
 - 2) Authorization of services provided: Contractor will provide to authorized client(s) only the Specialty Mental Health Service(s) authorized in advance ("Authorized Services") by County for provision to that/those specific client(s).
 - 3) Disclaimer: Nothing in (1) or (2) above shall be construed to prevent Contractor from providing services not authorized for payment by County to authorized client(s), nor from providing services to unauthorized client(s), if the clinical judgment of Contractor so indicates. However, such services to such client(s) shall be construed to be outside the scope of this Agreement for purposes of reimbursement to Contractor and any other benefits or protections provided to Contractor by it. No obligation on the part of County to reimburse, indemnify or defend Contractor is expressed nor implied by provision of services outside the scope of this Agreement.
 - 4) Nondiscrimination: Contractor will not serve County client(s), as such, any differently from the way other client(s) are served. Contractor will not discriminate against County client(s) in the provision of services with respect to the quality or scheduling of services, treatment modalities, facilities, amenities, or manner of client interaction with Contractor and Contractor's staff. Identity of County client(s) as such will not be disclosed by Contractor or

Contractor's staff to Contractor's other client(s), professional peers or any other party except as required by law.

- 5) Standard of Care: In providing services to County client(s), Contractor will adhere to the Medi-Cal certification guidelines for Specialty Mental Health Services as specified in the County Organizational Provider Manual for Specialty Mental Health Services, Exhibit B, hereinafter referred to as MANUAL and incorporated herein by reference. All services will be provided in a culturally competent manner with respect for cultural values, traditions and differences. These standards will apply without limitation by exception, with respect to the quality of services provided, observance of client(s)' rights, client confidentiality and records maintenance.
- 6) Payment in Full: The payment rates specified in the Fee Schedule (Paragraph No. D, in I. Compensation and Billing, in this Exhibit) of this Agreement, attached hereto and by this reference fully incorporated herein, will be accepted by Contractor as payment in full, for Authorized Services provided to Authorized Clients.
- 7) Number of Referrals: Contractor understands that County cannot guarantee a specified level of referrals. However, County agrees to use its best efforts in referring appropriate clients to Contractor.
- 8) Timely Access to Services: In accordance with 42 C.F.R.§ 438.206 (c) (1) and Title 9 California Code of Regulations 1810.405, Contractor shall ensure timely access to care and services, taking into account the urgency of need for services. Contractor hours of operation and appointment times for Medi-Cal beneficiaries shall be no less than the hours of operation offered to non-Medi-Cal or commercial beneficiaries or comparable to Medicaid fee-for-service, if the provider serves only Medicaid beneficiaries.

B. Specialty Mental Health services may include:

Services provided "In County":

- Crisis Intervention
- Rehabilitation
- Therapeutic Behavioral Service**
- Mental Health Services to out-of-county youth residing at Eagles Wings Group Home, only with prior authorization by the Director or Deputy Director, Clinical Services, Human Services Agency, Behavioral Health Division.
- Mental Health Services
- Katie A Services/ ICC/ IHBS

Services provided "Out of County":

- Mental Health Services; including
- Katie A Services/ ICC/ IHBS
- Rehabilitation
- Therapeutic Behavioral Services
- Psychological Evaluations

Mental Health Services:

- 1) Definition: "Mental Health Services" means individual or group therapies and interventions that are 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 and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Services may include but are not limited to assessment, plan development, individual or group therapy, rehabilitation and collateral. *Title IX, Division 1, §1810.227.*

"ICC/IHBS" means Intensive Care Coordination, which is facilitate implementation of the cross-system/ multi agency collaborative services approach. Intensive Home Based Services are targeted to the Katie A subclass (and their significant support persons) and is expected to be of significant intensity to address the intensive mental health needs of the child/youth and will be predominantly delivered outside an office setting and in the home, school, or community. *Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members*

Crisis Intervention Services:

- 1) Definition: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as described in Sections 1840.338 and 1840.348 of the California Code of Regulations, Title 9.

Crisis Intervention is defined in Title IX, Division 1, § 1810.209.

- 2) Crisis Calls and Hospitalizations: Contractor shall maintain a log of all crisis calls received, crisis responses and client contacts which include the intervention and outcome of each contact including hospitalizations. This log shall be faxed to the County Hospital Liaison by 10:00 A.M. each morning following a service contact. In the event that Contractor hospitalizes a Siskiyou County client, Contractor shall prioritize each placement using the County Provider List, and in accordance with hospital certifications and client coverage. County shall provide Contractor with this list of Providers and direction on how placements shall be prioritized.
- 3) Contact and Site Requirements: Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or a significant support person and may be provided anywhere in the community. Title 9, Section 1840.336.
- 4) Authorization: Upon receipt of a Treatment Authorization from the Hospital, County staff shall be responsible for authorizing each placement.

****Therapeutic Behavioral Services:**

- 1) Definition: Therapeutic Behavioral Services are defined as one-to-one therapeutic contact between a mental health provider and a beneficiary for a short-term period which are designed to maintain the child/youth's residential placement (group home, foster care facility, etc.) at the lowest appropriate level of care by resolving target behaviors and achieving short-term goals. Therapeutic Behavioral Services may be provided in the community, client's parent's home, or at the beneficiary's residential placement.
- 2) Authorization: Therapeutic Behavioral Services will be preauthorized on a case-by-case basis, for a set number of hours per week as established in the Therapeutic Behavioral Services Plan for the client, developed by the treatment team and authorized by the appropriate County Program Coordinator. Therapeutic Behavioral Services Plans will be reviewed and revised on at least a monthly basis. Services will be re-authorized based on the amended plan. Therapeutic

Behavioral Services shall not be provided in one lump sum of hours per session. Sessions should not exceed more than 2 hours in one session and should be focused on specific skills associated with client's functional impairment.

- 3) Claims Payment: Therapeutic Behavioral Services claims shall be paid for direct service provision, travel time to and from the assignment, and documentation time. Claims must be submitted on the CMS (HCFA) 1500 Claim Form, with appropriate documentation as outlined in the MANUAL.
- 4) Timeliness: The Contractor agrees to arrange Therapeutic Behavioral Services within three (3) working days of receipt of the referral.
- 5) Documentation: In addition to medical records documentation, Therapeutic Behavioral Services providers shall institute procedures to ensure that all occurrences of actual or potential harm and/or allegations of verbal and/or physical insult, injury or harm between and/or among beneficiaries, care-givers, and/or providers are documented on a County Incident Report and forwarded to County within twenty-four (24) hours of the event.
- 6) Qualification and Supervision of Therapeutic Behavioral Aides: Provider's employees serving in the role of Therapeutic Behavioral Aide shall hold at least an Associate's Degree in a mental-health related field and have four to six years of clinically related work experience.

Contractor shall provide and document supervision of Therapeutic Behavioral Aides, by a licensed clinician, in the ratio of one (1) hour for every forty (40) hours worked.

- C. Documentation: Contractor will develop and maintain complete clinical records as required by law, plus additional datasets reasonably required by County. Such information includes but is not limited to that required to substantiate a claim against County for reimbursement for services, and to permit County to carry out its Medi-Cal Reimbursement processing and Quality Improvement activities. This information will be reasonably available, in an appropriate format, to County and to any agency which may lawfully require it for purposes of fulfilling or monitoring County's requirements and obligations. Such purposes include, but are not limited to, authorized review for fiscal audits, program compliance, and client complaints. All documentation is to be completed in accordance with the County's Late Note Policy (Clin 13-27) see Exhibit C. Documentation is to be completed and signed by provider

within 5 days from the date of service. Any documentation outside of this timeline will be denied, see Exhibit C. All documentation completed after the date of service must include the words "Late Entry" at the top of the note. In addition, all notes must have a "Start" time at the top of the narrative. All clients that are shared with our staff psychiatrists must receive treatment under the diagnosis established by the psychiatrist. It is the responsibility of the Contractor to contact the psychiatrist or his nurse to determine the correct working diagnosis. All treatment plans will be held jointly between Contractor and the County and will be updated at a minimum of 1 time per year and all necessary signatures will be obtained within the State's regulations.

- D. Quality Improvement Activities: It is mutually understood and agreed that Contractor will participate actively in County's Quality Improvement program, including but not limited to provision of case-level or aggregated data on clinical practice and outcomes, testing the efficacy of specific clinical and non-clinical interventions, guarding the confidentiality of data provided by other providers, and participating in Quality Improvement project teams. Clinical data required to be provided by Contractor may include case-level or aggregated information about Contractor's client(s) who are not County client(s), for purposes of identifying patterns of practice and compliance with the nondiscrimination requirements of this Agreement.

Contractor will have the option of participating in Quality Improvement projects supplemental to those in which the program's participation is required and reimbursed by County. Results of all County Quality Improvement studies will be made available to Contractor without a fee, and will be provided to Contractor within ten (10) business days after conclusion of a study and within ten (10) business days of Contractor's request.

- E. Quality Improvement/Utilization Review: Contractor shall be fully reimbursed at the maximum allowable rate for reasonable expenses incurred, including but not limited to, supplying specialty staff trainings beyond those sponsored by the County Quality Management staff and/or performing internal Utilization Review to ensure compliance with all State and Federal guidelines pertaining to the maintenance and security of confidential client records.
- F. County Sponsored Trainings: Contractor will obtain technical support and consultation regarding cost report accounting procedures from County. Contractor will have access to attend appropriate County trainings as they relate to the services provided pursuant to this Agreement.
- G. Problem Resolution/Appeals Process: It is mutually agreed and understood that except as specifically provided by law, Contractor

will employ County's provider problem resolution and appeals process as its sole means to resolve any disputes with County to which the problem resolution and appeals process applies including but not limited to those arising from denial, reduction or termination of services, claims processing or reimbursement for services. Contractor will provide County such information as is reasonably necessary to resolve such disputes. County's problem resolution and appeals process is fully explained in the Manual (Exhibit B).

It is mutually agreed and understood that Contractor will comply with County's process for managing client complaints, including but not limited to posting notices and forms in Contractor's facility and providing such information as may reasonably be required to resolve client complaints.

- H. Contractor Qualifications: It is mutually agreed and understood that Contractor represents and warrants that Specialty Mental Health Services provided meet the certification standards of a caliber and level as those established in the Short-Doyle Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management. Contractor further represents and warrants that the program will meet those requirements for the duration of the term of this Agreement and that if for any reason the program should fail to meet any requirement during the term of this Agreement, the Contractor will so notify County within one working day by telephone and document facsimile transmittal. Upon receipt of such notice County may at its option take such action, as it deems necessary to protect the welfare of its client(s), including but not limited to removal of its beneficiaries from Contractor's care.
- I. Accreditation: If County seeks accreditation or other external certification, its application will be on the basis of the entire plan as the applying entity, including all contracted providers for purposes of their relationship with County.
- J. Contractor shall maintain all patient records in compliance with all appropriate Federal, State and Local requirements. Contractor will not maintain physical custody of any original patient records. Original documentation shall be filed with County.
- K. Contractor shall abide by the requirements of Federal and State statutes and regulations with regard to patients' rights, and that nothing in this Agreement will be construed to replace or conflict with the authority and responsibility of the patient's Rights Advocates as specified at Welfare and Institutions Code Section 5520.
- L. Reports To Board: Contractor shall report to the Siskiyou County Health and Human Services Agency on a quarterly basis commencing January 1, 2013. Reports shall include, but not be limited to, the number of Authorized Clients served, the extent to

which, if any, services have been offered to non Medi-Cal clients, the amount billed to County for Medi-Cal authorized reimbursement, and any change in staffing which may affect the level of service to be provided pursuant to this agreement.

II. COMPENSATION AND BILLING:

- A. County will pay Contractor on the basis of a valid claim for reimbursement as specified in Manual (Exhibit B). For purposes of this section a valid claim means one submitted in the format of HCFA 1500 or a County acceptable format, containing correctly entered information, sufficient to document that an authorized service was provided to an authorized client by Contractor.
- B. Determination of the validity of a claim rests with County and will be established by periodic Utilization Review of Contractor activities by County staff. When a claim is determined to be invalid, in whole or in part, County will not pay that portion of the claim and so notify Contractor in writing within ten (10) working days of such determination the reason why the claim was found to be invalid. County shall give Contractor the option of resubmitting the claim for validation and payment once it is complete or corrected. Documentation including progress notes and claims must be resubmitted to the County within 15 days of denial notice.
- C. County will reimburse Contractor for provision of Authorized Services to Authorized client(s) subject to the following conditions: Monthly, Contractor shall submit to County's designated representative an invoice for the service performed over the period specified. A County representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - 1) County payment rates: County will pay Contractor on the basis of the payment rates specified in this Exhibit, less any obligation described in condition (3), (Charges to Beneficiaries) and condition (4) (Coordination of Benefits) below, as payment in full for all services rendered by Contractor pursuant to this Agreement.
 - 2) It is understood and agreed that there shall be no additional compensation due from County to Contractor for services performed under this agreement except for compensation which may be determined to be payable pursuant to the foregoing subsection 3(a).
 - 3) Charges to Beneficiaries: Although some County clients are required by State law to contribute to the cost of their care,

Contractor will only accept Authorized Clients with Full Scope Medi-Cal Benefits.

- 4) Coordination of Benefits: Although some County clients have mental health insurance through another payor, Contractor will only accept Authorized Clients with Full Scope Medi-Cal Benefits.
- 5) Timely Payment: Claims will be submitted by Contractor to County bi-weekly as provided in the Manual. Claims not submitted timely may be denied by County. County shall endeavor to pay Contractor at the address specified herein, within 45 days as specified in Article 4.03, Date for Payment of Compensation. A resubmitted claim will be processed for payment with Contractor's next current claim in the same payment cycle. Claims not submitted within this time period may be denied by County.

D. Fee Schedule:

- 1) Specialty Mental Health Services as described in this Exhibit:

Case Management Services	\$1.75 per minute
Mental Health Services	\$2.40 per minute
Therapeutic Behavioral Services	\$2.40 per minute
Crisis Services	\$3.51 per minute
Day Rehabilitation (half day)	\$84.08 per day

- 2) No reimbursement shall be higher than the rate at which reimbursement will be made to County for services provided by Contractor, both for Specialty Mental Health Services and Case Management.

III. COST REPORTS AND SETTLEMENT

- A. Contractor shall submit a separate detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services (DHCS) and a complete Financial Statement no later than 90 days after the end of the fiscal year. The Cost Report shall calculate the cost per unit as the lower of actual costs or published charges.

- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect.
- C. Upon completion of the County Cost Report, which includes the Contractor's cost report data, County may conduct a settlement review. In the event the Cost Report settlement review identifies an overpayment to Contractor, County will invoice Contractor and Contractor shall reimburse County the full overpayment amount within 60 days.
- D. DHCS will review the submitted County Cost Report and issue a Preliminary Cost Report Settlement to County. DHCS will also conduct a Cost Report Audit which results in a Final Cost Report Settlement. In the event that either the DHCS preliminary settlement or final settlement indicates a denial or disallowance of services provided by Contractor or any other irregularity or errors of omission or commission irregularity on the part of Contractor which leads to a financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 60 days.
- E. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at County's sole discretion until the Cost Report and Financial Statement have been received by County.
- F. All provisions in Section 5. Cost Reports and Settlements shall survive the termination, expiration, or cancellation of this agreement.

IV. CONTRACT AMENDMENTS:

Contractor and County may mutually agree to amend the rates and/or services in this contract at the beginning of each fiscal year during the term of this contract. Contractor must submit in writing the proposed new rates and or services by the First of March of the preceding fiscal year

V. COMPLIANCE:

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No.12-89398 located at: <http://www.co.siskiyou.ca.us/BHS/InfoRes.aspx>.