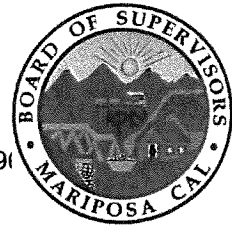


# MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 91



## RESOLUTION - ACTION REQUESTED 2019-321

MEETING: June 11, 2019  
TO: The Board of Supervisors  
FROM: Chevon Kothari, Health and Human Services Director  
RE: Agreement with Willow Glen Care Center to Provide Inpatient Services

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### RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Willow Glen Care Center to provide inpatient mental health rehabilitation services for Mariposa County Behavioral Health in an amount not to exceed \$150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has a current agreement with Willow Glen Care Center, approved through Resolution Number 2018-256 on June 12, 2018.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

### FINANCIAL IMPACT:

**This contract will continue to be paid within the Behavioral Health budget unit. The cost will not exceed the daily rates mentioned in Exhibit B of the contract. There is no impact to the County General Fund.**

### ATTACHMENTS:

**Willow Glen Care Center Agreement 2020 - Wcsignature (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey

**EXCUSED:** Kevin Cann

**AGREEMENT FOR RESIDENTIAL CARE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 11<sup>th</sup> day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Willow Glen Care Center (“Contractor”), pursuant to the following terms and conditions.

**WITNESSETH:**

**1. TERM**

The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

**2. SERVICES**

Contractor shall perform residential care services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

**3. COMPENSATION**

Contractor shall be compensated for services performed in an amount not to exceed \$150,000. The Contractor’s rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

**4. INSURANCE**

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the 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 the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **5. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

## **6. INDEPENDENT CONTRACTOR**

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement 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 Agreement.

## **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement 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 for 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.

#### **8. 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.

#### **9. ASSIGNMENT**

It is understood and agreed that this Agreement 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 Agreement will be permitted only with the express written consent of the County.

#### **10. NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**

Willow Glen Care Center  
1547 Plumas Ct  
Yuba City, CA 95991

**COUNTY:**

County of Mariposa  
5362 Lemee Lane  
P.O. Box 99  
Mariposa, CA 95338  
Fax: (209) 742-0996

#### **11. COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

**12. PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

**13. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

**14. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

**15. TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

**16. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

**17. DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

**18. CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**19. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**20. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

**21. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**22. COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**23. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**24. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**25. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

**26. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

**27. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents 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 Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

**28. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

**29. FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to



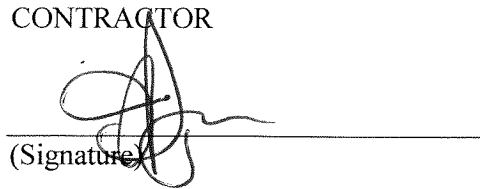
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA


CONTRACTOR

  
Miles Menetrey, Chair  
Board of Supervisors

  
(Signature)

ATTEST:

APPROVED AS TO FORM:

  
Rene LaRoche  
Clerk of the Board


  
Steven W. Dahlem  
County Counsel

Exhibit A  
SCOPE OF WORK

**Introduction**

The Willow Glen Care Center operates 24-hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the Elderly and a licensed 56 bed Adult Residential Facility, in Yuba City, California. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. The Center specializes in serving elderly and adults with dementia and other mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

The Center's facilities provide specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health Agencies or other community mental health providers to ensure that residents are placed in the program which best matches the resident's physical and mental health needs.

**Admission Criteria**

Willow Glen Care Center is intended for individuals who have an identifiable mental health condition or crisis, requiring temporary or long-term placement outside of their home. Willow Glen accepts "voluntary" and "conserved" elderly and adult residents who are referred from County Mental Health Agencies or community mental health providers who meet the admission criteria established for the program.

**Programs**

Intensive Residential Care Program

The Intensive Residential Care (IRC) Program is a program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, I.M.D. or State Hospital.

The IRC Program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

The primary objective of the IRC Program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.

Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.

#### Willow Glen Program

The Willow Glen Program is a program in the Willow Glen Care Center facility designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progressing to a lower level of care. The program will offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting. Continuous assessment of the long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.

Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated

#### Golden Beginnings Program

The Golden Beginnings program is a program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with dementia or chronic mental illness. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly mentally ill to recognize and cope with the challenges of aging with dementia or mental illness while preserving the residents' personal sense of dignity.

Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. Era familiar décor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.

Golden Beginnings is designed for long-term residents, however those residents requiring

temporary assistance for recovery from illness, or psychiatric emergencies, are also eligible for placement. Residents will be discharged or transferred from this program when the resident no longer requires specialty services or needs a higher level of medical or psychiatric care. The desired outcome for residents is a successful, stable placement in a long-term care program that provides a safe environment and specialty mental health services while assisting the resident to maintain a personal sense of dignity.

### Rosewood Program

The Rosewood Program is an adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities into lower levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.

The program offers structure, support and guidance for the needs of each resident and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

The desired outcome for residents and their families is the resident's return to their home community or successful placement in a transitional or long term care program that provides a safe environment, specialty mental health services, self-respect and personal dignity and hope.

### **HIPAA Compliance**

Willow Glen Care Center agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B  
COST PROPOSAL

The daily residential care facility rate plan is tier-based and reflected in the table below for FY 2020. These rates may fluctuate up to 10% based on the state approved rates in effect on the date of service. The total cost is not to exceed \$150,000.

<b>Number of Clients</b>	<b>Rate</b>
0-59	\$177.00
60-79	\$157.00
80-100	\$137.00