

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: June 16, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health APPROVING PARTY: Lea Salas, Administrative Director PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$20,000 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Memorandum

To: Sierra County Board of Supervisors

From: Lea Salas, Administrative Director of Behavioral Health

Reference: Agenda Item

Date of memo: June 9, 2020

Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services.

Mandated by:

Funding

Budgeted? Yes No

Revenue	\$20,000.00	Mental Health, Mental Health Services Act
Expenses	\$20,000.00	Mental Health, Mental Health Services Act
Difference	0	

Background Information: Nevada County Behavioral Health has contracted with Turning Point Community Programs, Inc., hereinafter referred to as Sub-Contractor, to provide Respite services as part of a crisis continuum of care at the Insight Respite Center (IRC). The four (4) bed Care Center operates 24 hours per day, seven (7) days per week (24/7). The IRC provides a relaxed and welcoming home-like environment for individuals with mental health challenges who are going through an escalation of mental health symptoms, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with peer counselors and their fellow peers in the program toward their recovery. The leadership of people with lived experience is essential to the success of the IRC. The IRC is staffed primarily by peer counselors and others with lived experience. This wellness, resiliency, and recovery-oriented setting is less restrictive than a Crisis Stabilization Unit (CSU) or a psychiatric inpatient facility. The IRC facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the local Emergency Department, CSU, and other service agencies involving a client's support network.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: This valuable and cost effective service would not be available to Sierra County residents when needed to prevent a crisis or hospitalization.

**CONTRACT FOR SERVICES
NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

DESCRIPTION: Respite Services
BEGINS: July 1, 2020
ENDS: June 30, 2021

This is an Agreement made and operative as of the 1st day of July 2020 between the County of Nevada, Department of Behavioral Health, hereinafter referred to as “CONTRACTOR”, and the County of Sierra, hereinafter referred to as “COUNTY,” (collectively, the “PARTIES”), each party being a political subdivision of the State of California, and

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Sierra County; and

WHEREAS, CONTRACTOR currently operates a Respite Care Center, known as the Insight Respite Center, 24 hours per day, seven (7) days per week (24/7), where individuals can receive temporary housing and supportive counseling services; and

WHEREAS, COUNTY desires to access Respite Care Center Services provided by CONTRACTOR for eligible County clients; and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

1. SCOPE OF SERVICES:

CONTRACTOR shall provide Respite Services as set forth in Exhibit A, entitled “Schedule of Services,” attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR’S compliance with contract terms.

2. AMENDMENTS:

This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.

However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. COMPENSATION:

The total contractual obligation shall not exceed Twenty Thousand Dollars (\$20,000) for the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, incidental expenses and services as set forth in Exhibit B, entitled "Schedule of Charges and Payments," attached hereto and incorporated herein by this reference.

4. CONTRACT TERM:

This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. CONTINGENCY OF FUNDING:

- a. This Agreement is valid and enforceable only if the County of Sierra, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions; limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.
- b. It is mutually agreed that if the Congress, State, or County of Sierra does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, upon mutual agreement of the PARTIES, be amended to reflect such changes in funding allocations.
- c. COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.
- d. Adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Sierra, State and/or the United States government. Amendments issued in response to adjustments in funding shall be executed by duly authorized representatives of both parties. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

6. TERMINATION:

- a. Either party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by certified mail in conformity with the notice provisions set forth herein. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

- b. In the event COUNTY terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which either PARTY may have in law or equity.

7. CULTURAL COMPETENCE:

CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." COUNTY and CONTRACTOR'S compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a) (9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

8. REPORTING:

- a. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

- b. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflects progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
- c. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

9. FEDERAL AND STATE ACCOUNTING REQUIREMENTS:

CONTRACTOR shall comply with all applicable County, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

10. RIGHT TO MONITOR AND AUDIT:

Authorized county, state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

11. CERTIFICATION OF PROGRAM INTEGRITY:

- a. CONTRACTOR certifies that the following processes are in place:
 - 1. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

2. The designation of a compliance officer and a compliance committee that is/are accountable to County Compliance Officer to report on adherence to the program senior management.
3. Effective training and education for the compliance officer and the organization's employees.
4. Enforcement of standards through well-publicized disciplinary guidelines.
5. Provisions for internal monitoring and auditing.
6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

12. STANDARD OF PERFORMANCE:

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

13. LICENSES, PERMITS, ETC.:

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to provide services as set forth herein. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required at the time the services are performed.

14. RECORDS:

- a. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

- b. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- c. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY, which has been prepared by, for, or submitted to COUNTY in relation to this Agreement. COUNTY shall have full ownership and control of all such records, although CONTRACTOR shall be entitled to maintain copies of COUNTY'S records hereunder for internal purposes. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- d. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

15. PATIENTS' RIGHTS:

Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. County Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. County Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.

16. INDEPENDENT CONTRACTOR:

- a. In the performance of this Agreement, CONTRACTOR, its Sub-Contractor, agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of

employment benefits or workers' compensation or other programs afforded to COUNTY employees.

- b. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

17. HOLD HARMLESS AND INDEMNIFICATION:

- a. COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.
- b. CONTRACTOR agrees to indemnify and hold harmless COUNTY and COUNTY'S employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

18. INSURANCE:

- a. COUNTY understands and agrees to the following: CONTRACTOR in accordance with Government Code section 990 and Labor Code Section 3700, CONTRACTOR has elected to self-insure and participate in risk pooling for general, auto, and medical malpractice liability, participate in risk pooling for workers compensation liability, and insure cyber liability. Under these forms of insurance, the CONTRACTOR covers tort and workers' compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA95959.(Gov.CodeSection900,et.Seq.)<https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to 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 work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than \$1,000,000, Worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) Insurance with limit no less than \$1,000,000.
- b. CONTRACTOR shall cause and require each transferee, Sub-Contractor and assignee to comply with the insurance provisions set forth herein at Section 20, insurance, in the same amounts and subject to the same terms as are required of CONTRACTOR under this Agreement.

19. CONFLICT OF INTEREST:

CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

20. CONFIDENTIALITY:

a. The PARTIES agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164); and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under HIPAA or HITECH, and further agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR ensures that any Sub-Contractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

21. COUNTY REPRESENTATIVE:

The Director of the Adult System of Care or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Kathryn Hill, LMFT, Clinical Director
Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA96118
(530) 993-6746

22. NOTICES:

All notices required or authorized by this Agreement shall be in writing. In addition to personal service, unless another method of notice is required in Section 6 ("Termination"), all notices may be given to COUNTY and to CONTRACTOR by first class mail postage prepaid, and properly addressed as follows: Said notices shall be deemed to have been

served the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

If to COUNTY: Jamie Franceschini, Contract
Analyst Sierra County Behavioral
Health P.O. Box 7
Loyalton, CA 96118

If to CONTRACTOR: Phebe Bell, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

23. NONDISCRIMINATION:

During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

24. ASSIGNMENT AND SUBCONTRACTING:

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to the CONTRACTOR. COUNTY acknowledges that certain services under this Agreement shall be provided by CONTRACTOR'S Sub-Contractor, Turning Point Community Programs, Inc. and hereby agrees to the use of named Sub-Contractor in the performance of those services, as more fully set forth in Exhibit "A", Schedule of Services.

25. ENTIRETY OF AGREEMENT:

This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

26. GOVERNING LAW AND VENUE:

This contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

27. COMPLIANCE WITH APPLICABLE LAWS:

The CONTRACTOR shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA (“CONTRACTOR”)

COUNTY OF SIERRA (“COUNTY”)

Heidi Hall, Chair
Nevada County Board of Supervisors

Jim Beard, Chair
Sierra County Board of Supervisors

Date: _____

Date: _____

Attest:

Julie Patterson-Hunter
Clerk of the Board of Supervisors

Attest:

Name: Heather Foster
Clerk of the Board of Supervisors

Approved as to Form:
Office of Nevada County Counsel

Approved as to Form:
Office of Sierra County Counsel

Date: _____

Date: _____

EXHIBIT “A”
SCHEDULE OF SERVICES
Nevada County Behavioral Health – Respite Services

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Sierra County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of Respite Services at the Insight Respite Center (IRC).

Background and Overview

Nevada County Behavioral Health has contracted with Turning Point Community Programs, Inc., hereinafter referred to as Sub-Contractor, to provide Respite services as part of a crisis continuum of care at the Insight Respite Center (IRC). The four (4) bed Care Center operates 24 hours per day, seven (7) days per week (24/7). The IRC provides a relaxed and welcoming home-like environment for individuals with mental health challenges who are going through an escalation of mental health symptoms, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with peer counselors and their fellow peers in the program toward their recovery. The IRC honors all aspects of the whole self of all persons involved. The leadership of people with lived experience is essential to the success of the IRC. The IRC is staffed primarily by peer counselors and others with lived experience. This wellness-, resiliency-, and recovery-oriented setting is less restrictive than a Crisis Stabilization Unit (CSU) or a psychiatric inpatient facility. The IRC facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the local Emergency Department, CSU, and other service agencies involving a client’s support network.

County Responsibilities

COUNTY shall establish the process for placement of County clients in the IRC, which will include the COUNTY’S policies related to the clinical appropriateness of individual clients for Respite Services, discharge planning, and other services necessary for clients to be successful following discharge from the IRC. The COUNTY will develop their own policies and procedures unique to issues related to County admissions, including transportation and the authorization of services.

1. COUNTY may authorize IRC Services, when CONTRACTOR has verified that a bed is available, for an individual whom Sierra County is taking fiscal responsibility for. Only adults, 18 years and older and who are psychiatrically and physically appropriate, as deemed by the CONTRACTOR and IRC staff, will be accepted for an IRC placement. The COUNTY will establish an authorization form and ensure it is completed for every client acceptance request for the IRC. It is understood between the PARTIES that CONTRACTOR maintains dedicated beds at the IRC and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the PARTIES that CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR’S discretion.

2. The COUNTY shall arrange transportation from Sierra County to the CSU in Grass Valley, California as part of the assessment process for placement at the IRC. The CONTRACTOR may provide Taxi Vouchers for transportation of clients from the CSU to the IRC. Transportation following the discharge from the IRC shall be arranged by the COUNTY, and any associated costs are the responsibility of the COUNTY.
3. COUNTY shall ensure that all prescribed medications of the client will be carried and delivered by the client. Clients are to take medication on their own. Respite staff shall not observe medication adherence, unless the client voluntarily asks for staff to provide this type of observation.
4. COUNTY shall provide an identified designee for Respite staff to provide updates, and to gain assistances with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow up intake/linkage appointment times with Sierra County and any other necessary services are available.
5. COUNTY shall begin discharge planning from the Insight Respite Center immediately upon client placement. The COUNTY shall provide any necessary medical, psychiatric, or other services to support such placements. All individuals referred to Respite Services, including those who are homeless, must have an identified placement (e.g., Drug and Alcohol residential program) or residence arranged upon discharge from the Insight Respite Center, which shall be the sole responsibility of COUNTY to secure.

Contractor Responsibilities

1. Services rendered pursuant to this Contract shall be provided at the following location: 13192 Brunswick Rd. Grass Valley, California 95945.
2. Offer Insight Respite Center (IRC) Services/support up to fourteen (14) days. If individuals need additional time at the Center, the IRC team shall document, consider requests and may authorize additional days up to a maximum of twenty-eight (28) days per admission.
3. The CONTRACTOR and its Sub-Contractor will:
 - a. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.
 - b. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.

- c. Consider the client's psychiatric and physical health stability and whether the staffing and interventions available through the IRC will meet the psychiatric and behavioral health needs of any proposed Sierra County admissions. This includes whether the environment and support of the IRC specifically is adequate in managing potentially dangerous behavior. Because of the nature of physical environment at the IRC, including many stairs, client's physical limitations and medical needs may preclude the use of this service.
- d. Follow the procedure of assessing all potential Respite clients first at the CSU where the Crisis Response Team (CRT) is co-located in Grass Valley, California next to the entrance of the Emergency Department of Sierra Nevada Memorial Hospital. Clients may or may not need CSU services, but all assessments will take place at that location. The CRT or CSU staff will assess the client's appropriateness for Respite Services during the initial assessment of the client for placement and continuing during any admission, if needed, at the CSU. Clients that do not require CSU services, may be immediately referred to the IRC. When a referral is made to the IRC, the CONTRACTOR will identify if there is an opening and request IRC staff to travel to the CSU to provide a screening of the client for the appropriateness of IRC services. The final decision of who enters the IRC program will remain with the designee of the CONTRACTOR, which is usually the Clinical Supervisor or the Program Manager.
- e. In coordination with COUNTY, assist with discharge planning for the client immediately upon client's arrival to the IRC. The discharge plan, which includes a Wellness Recovery Action Plan (WRAP), provides a clear outline of both strategies for managing symptoms during the stay at IRC and afterward.
- f. Regularly coordinate with the COUNTY's designee for providing updates on progress and planning of follow-up services.
- g. Comply with documentation standards established by Nevada County for the IRC.
- h. Ensure that potential clients meet the following target population:
 - 1. Over the age of 18 years;
 - 2. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care (e.g., psychiatric hospitalization, residential program, etc.) or recently discharged from a higher level of care, or experiencing a first episode or re-emergence of a psychotic break;

3. Assessed by the staff of the Sub-Contractor and approved by the CONTRACTOR's Program Manager or his/her designee;
 4. Medically stable;
 5. Not under the influence of alcohol and/or drug;
 6. Able to maintain acceptable personal hygiene;
 7. Be responsible for preparing meals and cleaning up after oneself;
 8. Understand and sign or initial necessary documentation;
 9. Willing to follow participant agreement upon entering the Center; and
 10. Have a place to return to when leaving the Center, which shall be identified by COUNTY at the time of placement.
- i. Ensure that the IRC provides a warm supportive home-like environment for individuals who will receive active listening and empathy from peer counselors, which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.
 - j. Provide clinical support to the staff who are made up of mostly peers. Peers are defined as those persons with lived experience, as either a person who has received psychiatric services in the past for a mental illness or has lived with a family member with such experiences. The Program Director for the IRC shall be onsite at the Center 40 hours per week. There shall also be a Peer Counselor or Lead Peer Counselor onsite 24 hours per day, 7 days per week, and a second Peer Counselor shall be onsite daily at various times from 8 am to 12:00 am.
 - k. Ensure that the guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants.
 - l. Encourage the use of a comprehensive trauma-informed approach with a crisis prevention WRAP plan. This plan will start with goal setting. The respite staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan will help clients to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the individual. During their time at the Center, other

natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.

- m. Early Transition/Termination may occur with clients if their behavior does not align with house rules, they need a higher level of care, they display significant threatening behavior or verbalize threats to self or others, they decline to follow significant parts of their support plan at the Center, they achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time period (28 days), as determined by staff and the CONTRACTOR or the Sub-Contractor. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. CONTRACTOR shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the County designee.
- n. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the COUNTY, CONTRACTOR, Spirit Peer Empowerment Center, SB 82 grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties. The Steering Committee will review outcomes and ways to improve the Respite Center process and services. Ensure that all persons working at the IRC receive comprehensive training related to understanding the array of services with the County Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Sierra Nevada Memorial Hospital, and the County programs related to crisis services and follow-up services. IRC staff and COUNTY staff shall collaborate to ensure that all Center participants, to the best extent possible, have a clinically supported transition back to their home.
- o. Perform services which are relevant to this contract but have not been included in this scope of the services. The Sub-Contractor has agreed to perform said services upon the written request of the CONTRACTOR. These additional services may include, but are not limited to, any of the following: Work requested by the CONTRACTOR in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the CONTRACTOR in the nature or extent of the project, and serving as an expert witness for the CONTRACTOR in any litigation or other proceedings involving the Center.

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
Nevada County Behavioral Health – Respite Services

COUNTY shall pay to CONTRACTOR a maximum not to exceed Twenty Thousand Dollars (\$20,000) for satisfactorily providing services pursuant to this contract for the contract term.

COUNTY shall pay CONTRACTOR at the rate of Eighty Dollars (\$80.00) per day, per COUNTY individual, all inclusive of room and board, and counseling services.

CONTRACTOR shall invoice COUNTY quarterly in arrears for services provided. Invoices shall be remitted to:

Sierra County Fiscal
P.O. Box 7
Loyalton, CA 96118

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by the COUNTY. Payments shall be remitted to:

Nevada County Behavioral Health
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945