TUOLUMNE COUNTY BEHAVIORAL HEALTH ADVISORY BOARD
REGULAR MEETING AGENDA

Time: Wednesday, September 6, 2023 @ 4:00 p.m. to 6:00 p.m.
Place: Tuolumne County Behavioral Health, Enrichment Center – 101 Hospital Road, Sonora, CA

In order to assure public participation for Tuolumne County citizens, this Behavioral Health Advisory Board meeting will be available in person to the public at the address identified above. However, the public may participate and comment on any item via teleconference, U.S. Mail, email, or video conferencing through the Zoom platform at the following link:

Zoom (Video or Audio):
https://tuolumne-ca-gov.zoom.us/j/86480448573?pwd=RjdqNkZZTlp0eVBSVktwTWJoTmozQT09
Meeting ID: 864 8044 8573 Passcode: 992399
Telephone (one tap mobile) +16694449171,,86480448573#,,,,*992399# US
Or Dial by your location +1 669 444 9171 US
Email: Email your comments to Attn: Pandora Armbruster at behavioralhealth@tuolumnecounty.ca.gov
U.S. Mail: Mail your comments to Attn: Behavioral Health Advisory Board, 2 S. Green St., Sonora CA 95370. Written comments must be received no later than 8:00 a.m. on the morning before the noticed meeting.
Important Public Notice: Under CA Assembly Bill 2449's amendments to the Brown Act, through very limited circumstances, some members of the Tuolumne County Advisory Board may participate by teleconference.

AGENDA

BOARD OF SUPERVISOR'S REPRESENTATIVE
Jaron Brandon

ALTERNATE REPRESENTATIVE
Daniel Anaiah Kirk

CHAIRPERSON
Mary Anne Schmidt

VICE CHAIRPERSON
Sherry Bradley

OTHER MEMBERS
Cathie Peacock
Elizabeth Marum
Jenn Salazar
Maureen Woods
Terry Garcia
Valerie Shuemake

Special Note: The times listed on the agenda are only approximate times. The Chair will not start the discussion of an agenda item earlier than what is listed, but it could be later.

1. 4:00 pm Estimated Time (ET) - CALL TO ORDER & ROLL CALL

- Announcement to attendees that the meeting is being recorded.
- Chair calls the meeting to order and establishes a quorum with roll call and introductions of Behavioral Health Advisory Board (BHAB) Members.

2. INTRODUCTIONS

- County staff, guests and any public attendees that wish to be identified

3. CORRESPONDENCE

- The Chair will call for any correspondence directed to the BHAB
- Public Comment

4. REVIEW ORDER OF AGENDA ITEMS

- The Chair will call for a review of the order of agenda items.
- Public Comment

5. GENERAL PUBLIC COMMENT (3 minutes per person)

Members of the public may be heard on any item, **not** on the Board's Agenda. A person addressing the Board will be limited to three minutes. Comments by members of the public on any item on the agenda will only be allowed during consideration of the item by the Board.

6. 4:05 pm (ET) - CONSENT AGENDA (Attachment #1)

All matters listed on the Consent Agenda are routine or noncontroversial and can be acted upon in one motion. There will be no sperate discussion of these items before the time the Behavioral Health Advisory Board votes on the motion unless an Advisory Board member requests a specific item to be removed from the Consent Agenda for individual action. This Consent Agenda contains:

- Draft Minutes of the August 2, 2023, Meeting.

- Public Comment
- Vote

7. 4:10 pm (ET) – MEETING LOCATION

- The Behavioral Health Advisory Board will discuss and consider approval of a change in meeting location
- Public Comment
- Vote

8. 4:15 pm (ET) – SPEAKER SERIES PRESENTATION UPDATE: (Attachment #2)

- The Behavioral Health Advisory Board will hear an update on the next public speaker scheduled for October 4, 2023, to review the proposed question list prepared for Dr. Kim Freeman, Public Health Officer.
- Public Comment

9. 4:20 pm (ET) - BEHAVIORAL HEALTH ADVISORY BOARD BYLAWS: (Attachment #3)

- The BHAB will hear updates and consider final approval of the Draft BHAB Bylaws.
- Public Comment
- Vote

10. 4:30 pm (ET) – BEHAVIORAL HEALTH ADVISORY BOARD ANNUAL REPORT TO THE BOARD OF SUPERVISORS:

- The BHAB will discuss, make suggestions, and consider approval of the draft of the BHAB Annual Report to the Board of Supervisors on October 18, 2023.
- Public Comment
- Vote

11. 4:35 pm (ET) – SITE VISITATIONS BY BEHAVIORAL HEALTH ADVISORY BOARD: (Attachment #4)

- The BHAB will hear an update on the site visitation plan and report.
- Public Comment

12. 4:40 pm (ET) – BEHAVIORAL HEALTH ADVISORY BOARD RETREAT:

- The Behavioral Health Advisory Board will discuss and plan an annual retreat.
- Public Comment
- Vote

13. 4:50 pm (ET) – BEHAVIORAL HEALTH CONTRACTS: (Attachment #5)

- The Behavioral Health Advisory Board will discuss the reviewing process of Behavioral Health contracts.
- Public Comment

14. 5:00 pm - TUOLUMNE COUNTY BOARD OF SUPERVISORS REPORT:

- Presented by Jaron Brandon, District 5 Supervisor
- Public Comment

15. 5:05 pm - BEHAVIORAL HEALTH DIRECTOR'S REPORT:

- Presented by Tami Mariscal, Behavioral Health Director
- Public Comment

16. 5:25 pm - BEHAVIORAL HEALTH STAFF MEMBER REPORTS:

- Various reports shared by Behavioral Health Staff
- Public Comment

17. BEHAVIORAL HEALTH ADVISORY BOARD MEMBERS' REPORTS & COMMUNITY MEETING REPORTS: (Attachment #6)

- Various reports presented by BHAB members
- Public Comment

18. ANNOUNCEMENTS:

- Public Comment

19. FUTURE AGENDA ITEMS:

- Discussion of future items for BHAB agenda
- Public Comment

20. ADJOURNMENT

Next Advisory Board Meeting is currently scheduled for October 4, 2023 @ 4 pm

This agenda can be made available in alternative formats upon request. Late agenda material can be reviewed at the Behavioral Health Department, 105 Hospital Road, Sonora, CA 95370.

In accordance with the Americans with Disabilities Act, if you require special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please call (209) 533-6245 at least 48 hours prior to the start of the meeting to enable staff to make a reasonable accommodation to ensure accessibility to this public

Tuolumne County Behavioral Health Advisory Board
(Minutes of the meeting of August 2, 2023)
DRAFT

2022 BHAB Membership	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Jaron Brandon - BOS	Meeting Cancelled	✓	Meeting Cancelled	✓	✓	✓	✓	E				
Anaiah Kirk – BOS Alt		E		E	E	E	E	E				
Mary Anne Schmidt, Chairperson		✓		E	✓	✓	✓	✓				
Sherry Bradley, Vice-Chairperson		✓		✓	✓	✓	✓	✓				
Cathie Peacock		-		-	-	-	✓	✓				
Elizabeth Marum		✓		✓	✓	V	E	E				
Jenn Salazar		✓		✓	✓	✓	✓	✓				
Maureen Woods		✓		✓	✓	✓	✓	✓				
Terry Ann Garcia		-		-	-	-	✓	✓				
Valerie Shuemake		✓		✓	✓	E	A	E				

Present = ✓ Absent = A Excused = E Virtual Attendance = V 9 MHAB Members, 1 BOS Alternate

Tuolumne County Staff in Attendance
Tami Mariscal, Director – Behavioral Health Department
Lindsey Lujan, Deputy Director – Behavioral Health Department
Dore Bietz, Director – Office of Emergency Operations
Anna Fagioli, Admin Analyst – Office of Emergency Operations
Jenn Guhl, MHSA Agency Manager – Behavioral Health Department
Pandora Armbruster, Administrative Assistant – Behavioral Health Department
Others in Attendance
Morgan Rain, Director – LGBTQ+ Rural Resource Center
Community Member

1. CALL TO ORDER

- Behavioral Health Advisory Board Chairperson, Mary Anne Schmidt, called the meeting to order at 4:05 pm. Six of nine members were present and accounted for at the time of roll call, completing a quorum for the Board. Behavioral Health Advisory Board members introduced themselves as roll call was taken. Those present were Mary Anne Schmidt, Sherry Bradley, Cathie Peacock, Jenn Salazar, Maureen Woods, and Terry Ann Garcia. Supervisor Jaron Brandon, Elizabeth Marum, and Valerie Shuemake were not in attendance.

2. INTRODUCTIONS

Introductions were made by Tuolumne County staff in attendance, as follows: Tami Mariscal – Director, Behavioral Health Department; Lindsey Lujan – Deputy Director, Behavioral Health Department; Jenn Guhl – MHSA Agency Manager, Behavioral Health Department; Dore Bietz – Director, Office of Emergency Services; Anna

Fagioli – Admin Analyst, Office of Emergency Services; and Pandora Armbruster – Administrative Technician, Behavioral Health Department.

Morgan Rain – Director, LGBTQ+ Rural Resource Center introduced herself.

One other community member was in attendance but chose not to introduce themselves.

3. CORRESPONDENCE

Pandora Armbruster reported that Valerie Shuemake had emailed her intention to reapply for reappointment to her position on the Behavioral Health Advisory Board. An electronic application was received. Behavioral Health Advisory Board members accepted the application and requested it be sent to the Board of Supervisors with a recommendation for reappointment.

4. AGENDA REVIEW PERIOD

There were no suggested changes to the order of agenda items**.**

5. PUBLIC COMMENT:

Members of the public may be heard on any item not on the Board's Agenda. A person addressing the Board will be limited to **three minutes**. Comments by members of the public on any item on the agenda will only be allowed during consideration of the item by the Board.

No comments shared.

6. CONSENT AGENDA

The Consent Agenda contained:

- Draft Minutes of the July 12, 2023, Meeting.

Cathie Peacock moved, and Terry Ann Garcia seconded to approve the Consent Agenda item as presented. The motion to approve the July 12, 2023, Draft Minutes as presented on the Consent Agenda passed.

(Ayes: 6 – Mary Anne Schmidt, Sherry Bradley, Jenn Salazar, Maureen Woods, Cathie Peacock, and Terry Ann Garcia. Abstentions: 0 Nays: 0 Members Absent: 3 – Jaron Brandon, Elizabeth Marum and Valerie Shuemake.)

7. EMERGENCY OPERATIONS PLAN (EOP) FOR TUOLUMNE COUNTY

Dore Bietz, Director – Tuolumne County Office of Emergency Services presented an overview of the County's draft Emergency Operations Plan.

Ms. Bietz detailed the importance and necessity of preparing for potential emergencies before they occur. She explained that this "living document" will be kept updated in an ongoing manner as needs arise or are identified. All stakeholder feedback is needed to assure the most accurate and complete plan is in place before going to the Board of Supervisors for final approval. She has requested that comments on the plan be sent to her no later than August 8, 2023. A copy of this document is included as a part of these minutes.

The group asked several questions of Dore and discussed their experiences in working with this type of emergency preparation plan. Maureen Woods, Terry Garcia, and Mary Anne Schmidt will be following up with Dore to learn more.

8. BEHAVIORAL HEALTH ADVISORY BOARD BYLAWS

This item will be reviewed at the next meeting as County Counsel has not yet provided suggestions or approval to edits proposed by the Behavioral Health Advisory Board.

9. BEHAVIORAL HEALTH ADVISORY BOARD ANNUAL REPORT

Mary Anne Schmidt presented the Ad-hoc Committee's second draft which included suggestions and comments received from the group at last month's meeting. A copy of that draft is included within these minutes.

At this time, the annual report is tentatively scheduled for presentation to the Board of Supervisors on September 29, 2023. The group discussed including additional highlights of the Behavioral Health Department's accomplishments, inserting a URL for the website and other small grammatical edits. The report will also include member bios and pictures and it was noted that Cathie Peacock's and Terry Garcia's information was still needed. The group discussed the size of the report and the importance of developing a PowerPoint presentation before bringing before the Board of Supervisors. The final Behavioral Health Advisory Board Annual Report will need to be submitted to the Behavioral Health Department no later than September 1 to meet the Board Clerk's submission timelines.

Mary Anne will work with the Behavioral Health Director to gain more information on each topic identified in the "Needs and Performance of County Mental Health System" section shared with the group.

Tami Mariscal relayed that she would share a list of the department's progress and details of these subjects with the Chair for inclusion in the Annual Report.

The Ad-hoc committee will meet again and bring this item back for further review by the Board.

10. SITE VISITATIONS

An oral report of the results of the Site Visit Ad hoc review of the Behavioral Health Clinic located at 105 Hospital Rd., Sonora, CA, on Monday, July 17, 2023, from 2:00 pm to 4:00 pm was delivered to the group by Sherry Bradley. Participating members were Sherry Bradley as lead, Maureen Woods, and Cathie Peacock. A written summary of the oral report will be shared at next month's regular Advisory Board meeting.

Areas toured during this visit were Crisis Access and Intervention Program (CAIP), Outpatient Services (OPS), and the Substance Use Disorder (SUD) Treatment Program and an overview of those clinic services was provided.

Some of the overall findings included: A wide variety of services are available onsite; there is only one psychiatrist on site part time although telehealth services are readily available; medication services are delivered on site; and the overall wait time for assessments has decreased.

Even though space constraints were concerning and the clinic itself was a maze, they have been able to carve out space for the new grant funded Crisis Mobilization Unit (CMU). It is apparent that the department is very proud of their team. Data collection efforts are great. The results of the External Quality Review Organization (EQRO) Report for FY 20-21 shows that Tuolumne County Behavioral Health meets

required service delivery mandates better than other counties of the same size. Many contracts are managed which is a huge lift for administrative staff.

Some of the limitations identified were: Not enough physical space and no room for expansion; the clinic itself is like a labyrinth; increased staffing needs (high vacancy rates and recruitment efforts are ongoing).

Some of the recommendations noted were Advocate for additional space; and increase recruitment efforts to fill vacancies.

It was noted that the forms used for the site visit evaluation process need changes.

A member of the public suggested that a more succinct report be brought before the Board of Supervisors or possibly included in the Annual Report. She was concerned about the lack of signs outside of the Behavioral Health campus and felt that this also needs to be addressed.

Cathie Peacock thanked Tami Mariscal for her perseverance and strength in maintaining the department's service delivery outcomes.

The next Site Visit will be held at the Enrichment Center and Lambert Drop-In Center on Monday, September 25, 2023, from 10:30 am to 1:30 pm with a lunch break between reviewed sites. Jenn Guhl, MHSA Agency Manager and Misti Ambler, Deputy Director Operations will assist the reviewers with their tour.

11. BEHAVIORAL HEALTH ADVISORY BOARD ANNUAL EVALUATION SURVEY RESULTS

A summary report of the surveys received from Advisory Members was reviewed and discussed. Areas and issues identified will be addressed further at a future meeting. A copy of those reported results is included within these minutes.

12. BEHAVIORAL HEALTH ADVISORY BOARD RETREAT

Details and suggestions were shared and discussed regarding the planning of the Advisory Board Retreat. Planning efforts are moving forward for a Saturday, October 7, 2023, date at the Tuolumne County Resilience Center. As reservations are confirmed, more details will be shared at the next meeting.

A member of the public noted that a there is no public transportation available to attend this retreat if held on a Saturday.

13. MHSA UPDATE ON SUGGESTIONS TO THE 3-YEAR PLAN

Questions were raised about what comments are included in the MHSA 3-Year Plan. The group was informed that all comments, concerns, and questions received during the open comment period are incorporated into the MHSA 3-Year Plan before presentation to the Board of Supervisors. The final plan always includes the department's response to each inquiry. Once presentation and approved in final form by the Board of Supervisors it is posted on the department's website. Comments start on this year's plan on page 169.

14. BEHAVIORAL HEALTH CONTRACTS

The group discussed the process involved in Behavioral Health Advisory Board's role in reviewing department contracts. Three approved contracts will be shared with the Behavioral Health Advisory Board to review before next month's meeting so

that knowledge of the process and an understanding of the scope of practice can be gained. Members are asked to review these documents and bring back questions to next month's meeting.

15. TUOLUMNE COUNTY BOARD OF SUPERVISORS REPORT: Jaron Brandon, District 5 Supervisor

This item was postponed to September's meeting as Supervisor Brandon was not available to report.

16. BEHAVIORAL HEALTH DIRECTOR'S REPORT: Tami Mariscal, Director

Tami Mariscal, Director, Tuolumne County Behavioral Health, provided a written report updating the group on current developments and strategies to meet mandated changes and new program needs. Staffing updates were also shared. A copy of her report is included within these minutes.

17. BEHAVIORAL HEALTH ADVISORY BOARD MEMBER'S REPORTS:

Various written reports were submitted and delivered within the agenda packet. A copy of those written reports will be included within these minutes.

Additionally, Jennifer Salazar relayed information on her participation in gaining information through surveys of the unsheltered population. She shared preliminary numbers and data. More information will be shared as these numbers are finalized.

Cathie Peacock, BHAB member, informed the group that she attended the Black, Indigenous, People of Color (BIPOC) webinar recently sponsored by Jenn Guhl, MHSA Agency Manager. She felt that the webinar was interesting and informing.

Cathie also participated in last month's NAMI meeting which she noted had a great atmosphere, good speaker, and great participation even though not that well attended.

18. ANNOUNCEMENTS:

Mary Anne Schmidt announced that the October 4, 2023, Behavioral Health Advisory Board Meeting will host Dr. Kim Freeman, Public Health Officer who will report on the Opioid Crisis in Tuolumne County and the County's response to that concern. She solicited members input on selecting questions to pose to Dr. Freeman on this topic.

Jennifer Guhl, Mental Health Services Act Agency Manager, announced that Tuolumne County Behavioral Health will be partnering with Morgan Rain, Executive Director of the LGBTQ+ Rural Resource Center by sharing office space at the Enrichment Center.

A community member shared that the Homeless Commission will be meeting on August 10, 2023 @ 5:30 pm in the Board of Supervisors Chamber and NAMI will be holding their meeting on the same date at 6:00 pm at the Red Church.

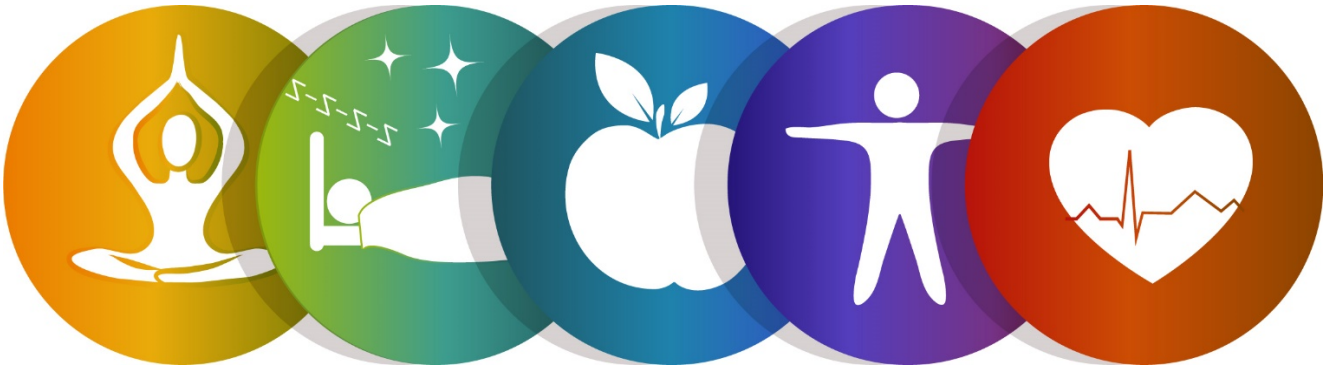
19. FUTURE AGENDA ITEMS:

No items that were not already identified within the meeting were shared.

20. ADJOURNMENT

The August 2, 2023, Behavioral Health Advisory Board meeting was adjourned at 6:55 pm.

The next Tuolumne County Behavioral Health Advisory Board meeting is scheduled for September 6, 2023, at 4:00 pm at the Tuolumne County Behavioral Health Enrichment Center, 105 Hospital Road, Sonora, CA 95370. Detailed meeting information will be provided on the September 2023 Agenda.



ANNUAL REPORT

Fiscal Year 2022-2023

Tuolumne County Behavioral Health Advisory Board

(county seal)

Compiled by

Mary Anne Schmidt, Board Chairperson

Sherry Bradley, Board Vice-Chairperson

Elizabeth Marum, Board Member

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Executive Summary

As the State of California came out of the COVID pandemic, the Behavioral Health Advisory Board (BHAB) transitioned from virtual to in-person meetings. The new meeting place, the Behavioral Health Enrichment Center, allowed the public, the Behavioral Health Department (BH), and the BHAB to interact in a more personal way.

The BHAB did accomplish many operational tasks this year that helped to build a platform for the Board to work from: a recruitment plan, an orientation plan of board members, a public speaker series, an update of bylaws, a board effort to attend community meetings to evaluate the public mental health needs, the creation of a board evaluation tool, a site visit plan, and the development a 2-year calendar of meetings, events, and training.

This fiscal year gave the BH Department two very important mandates from the State of California: The CARE (Community Assistance, Recovery & Empowerment) Act requiring the development of a CARE Court in Tuolumne County, and the Modernization of the Mental Health Services Act, a ballot initiative to improve how California treats mental illness, substance abuse, and homelessness. Both actions have required the BH Department to take on many new tasks, using all their expertise to move forward on these projects. And they have only begun. As a community, Tuolumne County public and government need to understand what the mandates mean to the staff workload and the benefits to the community.

Where Does the Tuolumne County Behavioral Health Advisory Board Get Its Authority

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 5. COMMUNITY MENTAL HEALTH SERVICES [5000 - 5987]
(Division 5 repealed and added by Stats. 1967, Ch. 1667)

PART 2. THE BRONZAN-MCCORQUODALE ACT [5600 - 5772]
(Heading of Part 2 amended by Stats. 1992, Ch. 1374, Sec. 14)

5604.2.

(a) The local mental health board shall do all the following:

(1) Review and evaluate the community's public mental health needs, services, facilities, and special problems in any facility within the county or jurisdiction where mental health evaluations or services are being provided, including, but not limited to, schools, emergency departments, and psychiatric facilities.

(2) Review any county agreements entered into pursuant to Section 5650. The local mental health board may make recommendations to the governing body regarding concerns identified within these agreements.

(3) Advise the governing body and the local mental health director as to any aspect of the local mental health program. Local mental health boards may request assistance from the local patients' rights advocates when reviewing and advising on mental health evaluations or services provided in public facilities with limited access.

(4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental illness and their families, community members, advocacy organizations, and mental health professionals. It shall also include other professionals that interact with individuals living with mental illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.

(5) Submit an annual report to the governing body on the needs and performance of the county's mental health system.

(6) Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.

(7) Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.

(8) This part does not limit the ability of the governing body to transfer additional duties or authority to a mental health board.

(b) It is the intent of the Legislature that, as part of its duties pursuant to subdivision (a), the board shall assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community.
(Amended by Stats. 2019, Ch. 460, Sec. 4. (AB 1352) Effective January 1, 2020.)

5604.3.

(a) The board of supervisors may pay from any available funds the actual and necessary expenses of the members of the mental health board of a community mental health service incurred incident to the performance of their official duties and functions. The expenses may include travel, lodging, childcare, and meals for the members of an advisory board while on official business as approved by the director of the local mental health program.
(b) Governing bodies are encouraged to provide a budget for the local mental health board, using planning and administrative revenues identified in subdivision (c) of Section 5892, that is sufficient to facilitate the purpose, duties, and responsibilities of the local mental health board.
(Amended by Stats. 2019, Ch. 460, Sec. 5. (AB 1352) Effective January 1, 2020.)

5604.5.

The local mental health board shall develop bylaws to be approved by the governing body which shall do all the following:
(a) Establish the specific number of members on the mental health board, consistent with subdivision (a) of Section 5604.
(b) Ensure that the composition of the mental health board represents and reflects the diversity and demographics of the county, to the extent feasible.
(c) Establish that a quorum be one person more than one-half of the appointed members.
(d) Establish that the chairperson of the mental health board be in consultation with the local mental health director.
(e) Establish that there may be an executive committee of the mental health board.
(Amended by Stats. 2019, Ch. 460, Sec. 6. (AB 1352) Effective January 1, 2020.)

About the Board

The Tuolumne County Behavioral Health Advisory Board (BHAB) serves as an advisory board to the Board of Supervisors and the Behavioral Health Director.

Mandated by California state law, the Welfare and Institutions Code, the BHAB consists of 15 available seats. As of June 20, 2023, nine seats are filled.

Before July 2022, 2 board members resigned.

Between July 2022 and December 2022, 4 more board members resigned.

The Advisory Board received 5 new applications this year. Thank you to Cathie Peacock and Terry Garcia for stepping up to join the board in service to the community. Another applicant could not attend the 4 pm time for the meeting because of a conflict with work. It was suggested that the meeting be moved one hour later, but due to staffing resources, the board decided not to move the time. Two applicants did not return follow-up phone calls. Six vacancies remain.

The state mandates representation on the Advisory Board of 20% of consumers (those who use mental health services), 20% of family members of consumers, and 60% of community members and leaders. The BHAB meets the state mandates.

2 board members are consumers of mental health services (22%).

2 board members are family members of consumers of mental health services (22%).

5 board members are public members and community leaders (55%).

Meet the Current Board Members:

Mary Anne Schmidt
Chairperson
Picture
Bio

Sherry Bradley
Vice-Chairperson
Picture
Bio

Jaron Brandon
Supervisor, District 5
Picture
Bio

Anaiah Kirk, Alternate
Supervisor, District 3
Picture
Bio

Cathie Peacock
Picture
Bio

Elizabeth Marum
Picture
Bio

Jenn Salazar
Picture
Bio

Maureen Woods
Picture
Bio

Terry Garcia
Picture
Bio

Valerie Shuemake
Picture
Bio

Meetings

General monthly meetings are held on the first Wednesday of the month at 4 pm at the Behavioral Health Enrichment Center at 105 Hospital Road, Sonora, California.

There were no Executive Committee Meetings due to constraints of staffing resources.

There were no other Standing Committees meetings due to constraints of staffing resources.

No Annual Retreat due to constraints of staffing resources.

The following is a list of Ad Hoc Committees:

- Development of a Site Visitation Plan
- Development of a Speaker Series Plan
- Development of an Evaluation Tool for the Advisory Board and goals
- Update Bylaws
- Development of Special Events: Volunteer Fair, Public Screening of Films
- Development of an Annual Report
- Development of an Orientation Plan for new Board Members
- Development of a Recruitment Plan for new Board Members
- Development of a Recommendation to the BOS on the Opioid Issue in Tuolumne County
- Development of Board Members' Assignments to community meetings for the purpose of evaluating the mental health issues in Tuolumne County
- Development of a 2-year calendar for general meetings, special month designations, MHSA presentations, and speaker presentations.

Highlights of BHAB Activities in FY 2022-2023

Public Speaker Series

To fulfill one of the BHAB's mandated duties, the Board chose to create a public speaker series to review and evaluate the mental health needs of Tuolumne County.

This year the Board and the public heard presentations from three different speakers:

Dr. Brock Kolby, Deputy Director of Clinical Services from the Behavioral Health Department presented on Inpatient and Residential Mental Health Treatment Facilities.

Terri Alford from the Superintendent of Schools office presented on the AWARE project which was an Innovation Grant that passed through MHSA funding.

Cassandra Jenecke, District Attorney, from Tuolumne County District Attorney's Office presented on Collaborative Justice Courts and Drug Courts.

Our next speaker will be announced soon.

Updated Webpage for BHAB

BHAB's webpage has been in development for the last two years. Please come and visit.

Board Members Assigned to Community Meetings

To learn more about the mental health issues in the community, the BHAB developed a plan for board members to volunteer to attend a variety of community meetings. By doing so, the board members became informed of the mental health needs in the county. Each board then reported back to the board. From there the board can then take direction and action. BHAB

members are attending NAMI, YES Partnership, Quality Improvement Council, Mental Health Services Oversight and Accountability Commission, California Association of Local Behavioral Health Boards and Commissions, Tuolumne County Homelessness Committee, the Tuolumne Resiliency Coalition, the Tuolumne County Board of Supervisors, California Health and Human Services CARE Act, Tuolumne County Housing Coalition, and National Month of the Prevention of Child Abuse Luncheon.

Three Site Visits in 2023

The BHAB will have visited three BH sites this year as part of the Advisory Board's duties. A small group of board members visited the Behavioral Health Department Clinic and in September the board will visit two more sites. This is the first time in many years that the board has made visits to BH sites.

Training for Advisory Board Members

- On October 21, 2022, Chair Schmidt and board member Elizabeth Marum attended a conference and training with CALBHBC Annual Statewide meeting in Sacramento.
- Chair Schmidt recruited a mentor to help train as chair from another county board in California.
- On March 24, the BH department provided ethics, privacy, and laws training (6 hours) to the Chair and Vice-Chair.
- On June 20, Chair Schmidt attended an all-day workshop entitled "Trauma-Informed Toolkit."

Bylaws Gain Final Approval

After 2 ½ years, the BHAB has an updated set of bylaws which are a very welcomed asset to the function of the Advisory Board. YES!

Areas of Challenge:

- Membership of the Board
- Approval of Bylaws
- Budget Resources
  Section 5604.3 - Expenses of board members**(a)** The board of supervisors may pay from any available funds the actual and necessary expenses of the members of the mental health board of a community mental health service incurred incident to the performance of their official duties and functions. The expenses may include travel, lodging, childcare, and meals for the members of an advisory board while on official business as approved by the director of the local mental health program. **(b)** Governing bodies are encouraged to provide a budget for the local mental health board, using planning and administrative revenues identified in subdivision (c) of Section 5892, that is sufficient to facilitate the purpose, duties, and responsibilities of the local mental health board.
  Ca. Welfare and Inst. Code § 5604.3
  Amended by Stats 2019 ch 460 (AB 1352),s 5, eff. 1/1/2020.

What to Watch for in 2023-2024

1. Conduct small group discussions to receive consumer/family member input.
2. Be present at public events by setting up an information table about the BHAB and the Behavioral Health Department.
3. Develop a contract review plan for the BH contracts.
4. Continue to advocate for a youth voice on the BHAB.
5. Recruit a board member from the Veterans population.
6. Plan a yearly calendar of training for the BHAB.
7. Develop a better plan for publicizing the Public Speaker Series.

Data on Tuolumne County Mental Health System

The following is a summary of the information gathered through the state-mandated Data Notebook 2022 that the staff and BHAB complete each year.

Residential Care
20 individuals were placed in a licensed Adult Residential Care Facility.
6988 bed-days were paid for these individuals during the last fiscal year 2021-2022.
0 individuals had to wait for placement.
Tuolumne County does not have any Institutions for Mental Disease (IMD).
100 individual clients stayed out of the county in “Institutions for Mental Disease” during the last fiscal year 21-22.
0 individual clients stayed in the county.
1,000 “Institutions for Mental Disease” bed days were paid for by our county behavioral health department during the fiscal year 21-22.

Homelessness: Programs and Services in Tuolumne County
Programs serving people that are unsheltered with severe mental illness: • Housing/Motel Vouchers – Project Room Key • Rapid Re-Housing – ATCAA • Resiliency Village, • Give Someone a Chance Shower Bus • Tuolumne County Committee on Homelessness • Expanded Meal Programs through Interfaith

Child Welfare Services: Foster Children
Tuolumne County is serving foster children and youth in group care. Tuolumne County has less than 5 children/youth in group care.
Tuolumne County has not received any children needing a “group home” level of care from another county.
Tuolumne County has placed less than 5 children into a “group home” in another county.

The COVID-19 Pandemic Impacts

Points of Stress on our county's system for children and youth behavioral health services:

- Increased numbers of youth receiving services who reported significant levels of major depression with or without severe impairment.
- Increased Emergency Department admissions of youth for episodes of self-harm and/or suicide attempts.
- Decreased access/utilization of mental health services for youth.
- Growing use of alcohol and drugs for youth in Tuolumne County and a growing incidence of youth considering suicide.

Top Three Concerns for our county for children and youth services:

1. Growing incidence of youth considering suicide.
2. Increased Emergency Department admissions for episodes of self-harm and suicide attempts among youth.
3. Growing use of alcohol and drugs for youth in Tuolumne County, including a wave of overdoses and fentanyl use.

Concerns Regarding Access to, and /or performance of, mental health services for children and youth in our county during the COVID-19 Pandemic:

- The source of referrals from schools during the pandemic dropped. Initially, youth were accepting of the telehealth modality. According to staff, the youth enjoyed it. However, a drop in interest occurred due to youth becoming tired of telehealth.

Top Point of Stress on our county's system for all adult behavioral health services during the Pandemic:

- Decreased access/utilization of mental health services for adults, resulting in decreased funding revenues

Concerns Regarding Access to and/or performance of behavioral health programs for all adults in our county during the Pandemic:

- During the COVID-19 pandemic, it was necessary to close the department's Enrichment Center (for clients), Lambert Center (for the homeless), and there was a loss of volunteers to work with the adult programs. It was helpful to staff to become familiar with other organizations and partners to assist adult behavioral health clients. During the pandemic, State and Federal funding was 'thrown" at various programs/services. What was needed was a master plan, a needs assessment process, and a determination of which of those areas had the highest need.

Use of Telehealth

- Since 2020, our county has increased the use of telehealth for all adult behavioral health therapy and supportive services.
- Since 2020, our county has increased the use of telehealth for psychiatric medication management for all adults.
- Since our board did not oversee the substance use disorder program during the fiscal year 2021-2022, there were no telehealth appointments for evaluation and prescription of medication-assisted treatment for substance use disorders.

Crisis Intervention Service Impacts:

- Increase in funding for crisis services
- Issues with staffing and/or scheduling
- Hospital COVID protocols and safety measures

Staffing Impacts:

- Staff was out to quarantine for themselves.
- Staff was out to care/quarantine due to family members contracting COVID-19.
- Staff was out due to burnout.
- Staff was unable to obtain daycare or childcare.

Methods to Meet Staffing Needs:

- Utilizing telework practices
- Allowing flexible work hours
- Facilitating access to childcare or daycare for workers
- Hiring new staff
- COVID restrictions reduced the use of peer-run/volunteer support. Staff implemented supportive phone calls to those users impacted by the reduced availability of community centers.

Clients of Diverse Backgrounds

- The pandemic did not adversely affect our county's ability to reach and serve clients and families from diverse racial/ethnic communities.
- The pandemic adversely impacted our county's ability to reach and serve behavioral health clients and families that were unsheltered.

Significant Challenges presented barriers to behavioral health services:

- Concerns over COVID-19 safety for in-person services
- Inadequate staffing to provide services for all clients
- Client or family member illness due to COVID-19

- The challenge for the clients that are unsheltered has been accessing technology, such as not being able to charge a phone.

Source: **Data Notebook 2022**

https://www.tuolumnecounty.ca.gov/DocumentCenter/View/24812/2022-Tuolumne-County-Data-Notebook-for-BH-Boards_Commissions-FINAL

Performance, Needs, and Concerns of Tuolumne County Mental Health System

PERFORMANCE:

1. **California Advancing and Innovating Medi-Cal (CalAIM)**
   Beginning July '22 Tuolumne County Behavioral Health (TCBH) Department met the challenges of California Advancing and Innovating Medi-Cal (CalAIM) which is a long-term commitment to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory. The goals of CalAIM are:
   - Identify and manage comprehensive needs through whole-person care approaches and social drivers of health.
   - Improve quality outcomes, reduce health disparities, and transform the delivery system through value-based initiatives, modernization, and payment reform.
   - Make Medi-Cal a more consistent and seamless system for enrollees to navigate by reducing complexity and increasing flexibility.

   To date, TCBH has met the required milestones related to the current CalAIM initiatives.

2. **New Electronic Health Record (EHR) and Billing System: CREDIBLE**
   After nearly a year of planning, TCBH went live with the new EHR. This transition was prompted by one of CalAIM's initiatives related to the capability for counties to exchange health information with other health care providers electronically using a Health Information Exchange.

3. **Grants Awarded**
   TCBH was awarded the Crisis Care Mobile Units (CCMU) grant for $664,948 to develop a Crisis Mobile Unit. Implementation remains active.

The Department of State Hospitals contracted with TCBH for Felony Incompetent to Stand Trial (FIST) for $500,000 to serve local individuals who are facing felony charges and are found to be incompetent to stand trial.

4. **Mental Health Services Act Innovation Plan Approval from State**
   TCHB received approval from the Mental Health Oversight and Accountability Commission in June 2023 for the Innovation Plan: "Family Ties: Youth and Family Wellness." The project will focus on creating non-mandated activities using nontraditional and alternative mental health approaches for youth and families. The goal is to identify individuals involved with systems that treat youth and family trauma. TCBH's goal is to decrease barriers to care and offer families alternatives to actively work on their own mental health in a way that is unique and accommodating to their family culture.

5. **CARE Court Pilot in Tuolumne County**
   On July 12, 2023, Maria Sullivan, County Counsel, presented to the BHAB the development of the Care Court in Tuolumne County. The Community Assistance, Recovery, and Empowerment (CARE) Act, authorizes specified adult persons to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan and implement services, to be provided by county behavioral health agencies, to provide behavioral health care, including stabilization medication, housing, and other enumerated services to adults who are currently experiencing a severe mental illness and have a diagnosis identified in the disorder class schizophrenia and other psychotic disorders, and who meet other specified criteria. See Addenda Senate Bill 1338 - CARE Act Bill.

   The Behavioral Health Department and other partners in the county have been meeting for one year to develop the Care Court in Tuolumne County. Since Tuolumne County was chosen with six other counties in the state of California to develop this CARE Court earlier than the other counties, much time and effort has been spent

creating this mandated entity of the CARE Court. This allowed counties to begin implementing before the mandated date and receive additional funding. Tuolumne County volunteered to be a pilot county for the program, requiring that CARE Court be implemented within the county by October 2023. Immediate planning began and the plan is being presented to the public in August 2023.

With some of the CARE Court's additional funding, the county used $395,000 of the CARE Court money to help with the purchase of the new Navigation Center Oak Terrace.

6. **Behavioral Health Department Bridge Housing Funds Pending**
   The California Department of Health Care Services (DHCS) has provided $1.5 billion in funding through the Behavioral Health Bridge Housing (BHBH) Program for county Behavioral Health to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions. Bridge housing is defined as short- and mid-term residential options and serves as a bridge to longer-term housing. The Request for Application requires that a minimum of 75 percent of funding be expended for bridge housing. The remaining 24 percent can be expended on flexible funding categories for start-up infrastructure. TCBH has applied for the county's allocation with the award pending.

7. **Substance Use Disorder (SUD) Medi-Cal Provider Application**
   TCBH revamped the SUD treatment program in its entirety in preparation for becoming certified as a SUD Medi-Cal provider. The application process took around eight months, which included the development of various new policies, the reworking of business processes, compliance surrounding the Medical Director, and the reworking of documentation standards to satisfy federal requirements. The Behavioral Health Department did it! The application is pending approval, and the next step would be a Department of Health Care Services (DHCS) site visit, (to be determined.)

8. **Hours of Direct Care**
   Atop the various initiatives, grants, and unfunded mandates met, the county-owned and operated Behavioral clinic and the staff that worked within the department provided over 17,000 hours of direct client care and served over 1,700 unduplicated individuals during the fiscal year of 2022-2023.

NEEDS:

TCBH Staffing

TCBH continued to experience staffing capacities throughout the year. At this year's end, the BH department has a total full-time employee (FTE) count of 65. The BH department continues to operate at a 46% vacancy rate for approved clinician classifications, and there is still an overall vacancy rate of 26% for all approved BH positions. Using MHSA Work Force and Education funding the department will once again be issuing a retention award of $1000.00 for FTE and $450.00 for part-time (PT) to all nonexempt staff who chose to participate.

CONCERNS:

Modernization of Mental Health Services Act

On March 19, 2023, “Governor Newsom proposed a 2024 ballot initiative to improve how California treats mental illness, substance abuse, and homelessness: A bond to build state-of-the-art mental health treatment residential settings in the community to house Californians with mental illness and substance use disorders and to create housing for homeless veterans, and modernize the Mental Health Services Act to require at least $1 billion every year for behavioral health housing and care.

An initiative would go on the 2024 ballot that would:

1. Authorize a general obligation bond to:

   a. Build thousands of new community behavioral health beds in state-of-the-art residential settings to house Californians with mental illness and substance use disorders, which could serve over 10,000 people every year in residential-style settings that have on-site services – not in institutions of the past, but locations where people can truly heal.
   b. Provide more funding specifically for housing for homeless veterans.
2. Amend the Mental Health Services Act (MHSA), leading to at least $1 billion every year in local assistance for housing and residential services for people experiencing mental illness and substance use disorders, and allowing MHSA funds to serve people with substance use disorders.
3. Include new accountability and oversight measures for counties to improve performance."

https://www.gov.ca.gov/2023/03/19/governor-newsom-proposes-modernization-of-californias-behavioral-health-system-and-more-mental-health-housing/

Concerns have risen about the impacts of this action on the Tuolumne County Behavioral Health Department and the services that it now provides. The current TCBH MHSA budget plays a crucial role in supporting

- the department's compliance with various state and federal technological requirements such as employment of analytical staff skilled in quality management, such as quality of care monitoring and data outcomes.
- MHSA funding constitutes thirty-three percent of the TCBH department's budget. The absence of ongoing or increased financial support around technology would cripple counties and hinder their ability to maintain necessary treatment standards, community services, and associated technological mandates. The notion counties could implement the new MHSA reporting requirements with only 2% funding, atop the specific data collection and reporting mandates associated with the Care Act, is unreasonable.

The Behavioral Health Department will not know exactly how this will

impact the county for months. It is a wait-and-see moment, but as a county, there are actions that can be taken to let the local rural voice be heard in the Governor's office. The BHAB is considering writing a recommendation to the Board of Supervisors. The BOS then can write a resolution about the impact of the modernization of the Mental Health Services Act in Tuolumne County and the services that support the community.

RECOMMENDATIONS:

1. increase housing for mental health clients
2. develop a plan to build a mental health facility inside the county
3. increase housing for the mental health workforce
4. address the shortage in the mental health workforce
5. support the stabilizing of the MHSA funding
6. address the opioid use in Tuolumne County
7. increase the capacity of court-based and other diversion programs

Recognition of Service

The Behavioral Health Advisory Board recognizes the service of the staff members of the Behavioral Health Department:

To the staff that presents at board meetings providing vital information on issues, concerns, and mandates from the state of California.

To the staff that works many hours (that may not be on the schedule) to serve the clients of our community.

To the leadership team of the department that is continually training staff and BHAB and guiding them through the very complex system of mental health care.

To the support staff that manages the groundwork for the BHAB to have meetings on time, a place to have a meeting, a microphone to speak into, and all the support materials to have productive meetings.

THANK YOU!

Addenda

Senate Bill 1338 – CARE Act

- The bill would require the Counties of Glenn, Orange, Riverside, San Diego, Stanislaus, and **Tuolumne** and the City and County of San Francisco to implement the program commencing October 1, 2023, and the remaining counties to commence no later than December 1, 2024.
- The bill would require the Judicial Council to develop a mandatory form for use in filing a CARE process petition and would specify the process by which the petition is filed and reviewed, including requiring the petition to be signed under penalty of perjury, and to contain specified information, including the facts that support the petitioner's assertion that the respondent meets the CARE criteria.
- The bill would also specify the schedule of review hearings required if the respondent is ordered to comply with an up to one-year CARE plan by the court.
- The bill would make the hearings in a CARE Act proceeding confidential and not open to the public, thereby limiting public access to a meeting of a public body.
- The bill would authorize the CARE plan to be extended once, for up to one year, and would prescribe the requirements for the graduation plan.
- By expanding the crime of perjury and imposing additional duties on the county behavioral health agencies, this bill would impose a state-mandated local program.
- This bill would require the court to appoint counsel for the respondent, unless the respondent has retained their own counsel.
- The bill would require the Legal Services Trust Fund Commission at the State Bar to provide funding to qualified legal services projects to provide legal counsel in CARE Act proceedings, as specified.
- The bill would authorize the respondent to have a supporter, as defined.
- The bill would require the State Department of Health Care Services, in consultation with specified stakeholders, to provide optional training and technical resources for volunteer supporters on the

CARE process, community services and supports, supported decision-making, and other topics, as prescribed.

- This bill would require the California Health and Human Services Agency, or a designated department within that agency, to engage an independent, research-based entity to advise on the development of data-driven process and outcome measures for the CARE Act and to convene a workgroup to provide coordination and support among relevant state and local partners and other stakeholders throughout the phases of county implementation of the CARE Act.
- The bill also would require the State Department of Health Care Services to provide training and technical assistance to county behavioral health agencies to implement the act and to provide training to counsel, as specified.
- The bill would require the Judicial Council, in consultation with the department and others, to provide training to judges regarding the CARE process, as specified.
- This bill would authorize the court, at any time during the CARE process, if it finds the county or other local government entity not complying with court orders, to report that finding to the presiding judge of the superior court or their designee. If the presiding judge or their designee finds, by clear and convincing evidence, that the local government has substantially failed to comply with the CARE process, the presiding judge may impose a fine of up to $1,000 per day and, if the court finds persistent noncompliance, to appoint a special master to secure court-ordered care for the respondent at the county's cost.
- The bill would establish the CARE Act Accountability Fund in the State Treasury to receive the fines collected under the Act, which would, upon appropriation, be allocated and distributed by the department to the local government entity that paid the fines to serve individuals who have schizophrenia spectrum or other psychotic disorders who are experiencing or are at risk of homelessness, criminal justice involvement, hospitalization, or conservatorship.
- This bill would require the department, in consultation with the Judicial Council, to develop an annual reporting schedule for the submission of CARE Act data from the trial courts and would require

the Judicial Council to aggregate the data and submit it to the department.

- The bill would require the department, in consultation with various other entities, to develop an annual CARE Act report and would require county behavioral health agencies and other local governmental entities to provide the department with specified information for that report.
- The bill would require an independent, research-based entity retained by the department to develop an independent evaluation of the effectiveness of the CARE Act and would require the department to produce a preliminary and final report based on that evaluation.
- By increasing the duties of a local agency, this bill would impose a state-mandated local program.
- This bill would exempt a county or an employee or agent of a county from civil or criminal liability for any action by a respondent in the CARE process, except when an act or omission constitutes gross negligence, recklessness, or willful misconduct. Existing law, the Mental Health Services Act (MHSA), an initiative measure enacted by the voters as Proposition 63 at the November 2, 2004, statewide general election, establishes the Mental Health Services Fund (MHSF), a continuously appropriated fund, to fund various county mental health programs, including children's mental health care, adult and older adult mental health care, prevention, and early intervention programs, and innovative programs.
- This bill would clarify that MHSA funds may be used to provide services to individuals under a CARE agreement or a CARE plan.
(2) Existing law, the Knox-Keene Health Care Service Plan Act of 1975, provides for the licensure and regulation of health care service plans by the Department of Managed Health Care. Existing law also provides for the regulation of health insurers by the Department of Insurance. Existing law requires health care service plans and insurers to provide coverage for medically necessary treatment of mental health and substance use disorders. Violation of the Knox-Keene Act by a health care service plan is a crime.
- This bill would require health care service plans and insurers to cover the cost of developing an evaluation for CARE process services and

the provision of all health care services for an enrollee or insured when required or recommended for the person pursuant to a CARE plan, as specified, without cost sharing, except for prescription drugs, and regardless of whether the services are provided by an in-network or out-of-network provider.

- Because a violation of this requirement by a health care service plan would be a crime, this bill would impose a state-mandated local program. (3) Existing law prohibits a person from being tried or adjudged to punishment while that person is mentally incompetent. Existing law establishes a process by which a defendant's mental competency is evaluated and by which the defendant receives treatment, with the goal of returning the defendant to competency. Existing law suspends a criminal action pending restoration to competency.
- This bill, for a misdemeanor defendant who has been determined to be incompetent to stand trial, would authorize the court to refer the defendant to the CARE process. (4) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.
- This bill would make legislative findings to that effect. (5)
- This bill would state that its provisions are severable. (6)
- This bill would incorporate additional changes to Section 1370.01 of the Penal Code proposed by SB 1223 to be operative only if this bill and SB 1223 are enacted and this bill is enacted last. (7) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.
- This bill would provide that about certain mandates no reimbursement is required by this act for a specified reason.
- About any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

2023 Behavioral Health Advisory Board Evaluation

	QUESTIONS	YES	NEEDS IMPROVE-MENT	UNSURE
CONDUCT OF BOARD MEMBERS?				
1	Keep comments short.	XXXXX		
2	Listen actively.	XXXXX		
3	Focus on issues.	XXXXX		
4	Follow meeting rules of order (Rosenberg's Rules of Order).	XXXXX		
5	Follow Brown Act.	XXXXX		
DUTIES OF BOARD?				
1	Advise BH Director.	XXX	XX	
2	Complete Annual Report.	XXXX		X
3	Complete Data Notebook.	XXXX		X
4	Review & evaluate community's public mental health needs, etc.	X	XXX	
5	Review County agreements.	X	XXX	X
6	Review and approve procedures used to ensure citizen and professional involvement at all stages of the planning process.	X	XXX	X
DOES YOUR BOARD MEMBERSHIP?				
1	Represent your community's diversity and demographics?	XX	XX	X
2	Include at least 20% of consumers?	XX	X	XX
3	Include at least 20% of family members of consumers?	XXX		XX
4	Include at least 50% combination of family and consumers?	XX	X	XX
5	Include a BOS member?	XXXXX		
6	Include individuals who engage with the mental health system on a daily basis?	XX	XXX	
7	Receive orientation & training?	XX	X	

2023 Behavioral Health Advisory Board Evaluation

AT BHAB MEETINGS				
1	Is there a quorum in attendance at all meetings?	XXXX	X	
2	Is housekeeping limited (Use of Executive Committee to address board organizational topics)?	XXXX	X	
3	Does the time and location encourage public participation?	XX	X	XX
4	Are the Brown Act posting and document-sharing requirements met?	XXXX		X
5	Is the agenda followed?	XXXXX		
6	Does the agenda provide instructions regarding public comment?	XXXX		X
7	Do the speakers address BHAB priorities, including concerns of the public?	XXXX	X	
8	Do the speakers address access and effectiveness of services and programs?	XX	X	
9	Do the speakers address mental/behavioral needs and issues?	XXX		
10	Do the meetings begin and end on time (no longer than 2 hours)?	XX	X	
Comments: Only 1 comment received: I am a brand new board member.				

Behavioral Health Advisory Board BH Directors Report

8/02/2023

Behavioral Health Crisis Services

BHD has been focused on developing immediate and long-term strategies to expand care capacity, which includes increased strategies for the delivery of de-escalation interventions and safety planning, and coordination of treatment between Medi-Cal Plans, linkages to housing, and expanding health care provider relationships such as connecting clients with integrated primary care or entities specializing in the treatment of substance use disorders.

Throughout the month of June, the department took steps to expand the skill set of the Behavioral Health Worker I/II and BHW Senior classifications. BHW's received training, and scheduled tours to shadow technics, on de-escalation intervention and 72 Hour hold evaluations so they may with confidence deliver crisis intervention service which is within their "scope of practice" defined within the relevant welfare and institution code. The training initiative expanded the capacity of the Crisis Assessment Intervention Program (CAIP) by developing additional staff who can be deployed to provide crisis coverage.

Mental Health Services Act (MHSA) – Prevention and Early Intervention (PEI)

It was recently noted that the community may not be fully aware of the efforts and funding the department puts forth to ensure the delivery of Suicide Awareness, Prevention and Early Intervention programs for Tuolumne County residents. On Tuesday, 08/01/2023, the department delivered a staff report through the Board of Supervisors meeting to highlight the work, areas of focus and reach accomplished by the MHSA contractors in fiscal year 22/23.

Summary MHSA FY 22/23 Community PEI:

In FY 22-23 TCBH contracted with seven different community organizations for suicide education, outreach, prevention & intervention:

Jamestown Family Resource Center, Tuolumne Me-Wuk Indian Health Center, Promotores de Salud, Catholic Charites, Amador-Tuolumne Community Action Agency or ATCAA, First Five, and Infant/Child Enrichment Services or ICES.

ICES offers the Raising Healthy Families and Nurturing Parenting Program. ICES was able to 78 families through this evidence-based strategy. 89% of all participants were able to increase their knowledge in one area of either expectations of children, empathy, discipline, family roles, or power and independence, based on pre and posttests.

First Five the Supporting Early Education and Development or SEED programs offer early intervention program utilizes Early Childhood Education specialists to provide onsite training, consultation, and materials to preschools in the community. Through this program 112 children were served in the classroom in Tuolumne County to support youth mental health early intervention.

Catholic Charities offers the Connections and Awareness for Elders or CAFÉ Program. This program is for those 65 or older in Tuolumne County who are unserved or underserved, experiencing isolation or feelings of loneliness. Through this program over 20 older adults received support through the CAFÉ program.

Promotores de Salud provides the People Helping People program, working with the Sheriff's department to outreach to the Latino Community within Tuolumne County. Through this funding the Promotores were able to reach over 50 community members within Tuolumne County.

Tuolumne Me-Wuk Indian Health Center provides prevention and early intervention services to anyone in need, but specifically targets the Native American population for both youth and families. These programs are designed with a focus on connections with Native American culture such as sweat lodges, tradition beading and talking circles. Through these services Tuolumne Me-Wuk was able to reach almost 150 individuals.

ATCAA provides county wide Suicide Prevention and Stigma Reduction Services. Programs include community trainings, e.g., such a SAFETalk, ASSIST, Mental Health Fist Aid and Youth Mental Health First Aid, education, and information to raise awareness about warning signs of suicidality, as well as how to recognize that a person may be dealing with mental health issues or be in a crisis. ATCAA also leads the YES Partnership through MHAS funding.

When considering the expectation for the use of MHSA PEI funding, these community-based organizations were able to successfully deliver the MHSA PEI scope of work, supporting Tuolumne County residents in mental health awareness, prevention and early intervention efforts and show amazing outcomes.

With the onset of SB 326, the proposed Modernization of MHSA, it is vital the Board be aware of the current use of MHSA prevention and early intervention funds and what community services and organizations would be impacted by the proposed reallocation of funds.

With that said, there are future opportunities for the Advisory Board to get more familiar with the proposal which will lend to the advisory role for the Board of Supervisors and the department in the event the proposal passes.

MHSA Modernization Opportunities for Education

- Aug. 8th, 9th, 10th and 14th , the California Behavioral Health Planning Council will be having public forums focused on SB 326, for more information go to their websites, or call (916) 701-8211.

  Participants are encouraged to review 1) DHCS June 2023 Webinar Slides 2) Fact Sheet on Governor Newsom's Transformation of Behavioral Health Services 3) LAO Analysis of the Behavioral Health Modernization Proposal prior to attending.

- In Sept 2023, BH plans to provide a study session for the Board of Supervisors, date to be determined.

Care Court

- CalMatters Interview, Thursday, Aug. 3, regarding County's implementation as a Cohort 1 county.

Staffing

For the vacant clinical position BH received approval for a hiring incentive which is effective 07/01/2023, we continue to operate at a 46% vacancy rate. No applications have been received in the last 60 days; however, we continue to receive inquiries from clinical interns.

Recently hires: Program Specialist for MHSA Innovations and Housing Relations

- Sr. BHW (promotion of BH staff)
- 2 BHW I (hired from relief positions)
- Fiscal Clerk

BHW hiring resulted in vacancies for three BH relief positions to backfill.

Community Meeting Report

Name of Community Meeting: Quality Improvement Council

Date of Meeting: Monday, July 17, 2023

1. Key Decisions (if any)

   No key decisions. The presentations were status reports from the department.

2. Key Actions (if any)
   No key actions.

3. Key Information (if any)
   a. Credible Update: transition to the new electronic health record, Credible, has been completed. County will continue to contract with Kingsview for Credible. There were two-to-three-day trainings held for key staff to learn the system "inside and out". The Department's Business and Operations Team has overseen the transition. The department will continue to have access to Anasazi (the former system) for ten years, to retrieve records.
   b. End of Year Reports: There were two end of year reports for FY 22-23; the Grievance Report, and the Change of Provider Report. **(See attached for the charts showing the reports).**
      a. Grievance Report – There were 62 grievances in total that were filed. Medication concerns were the largest number of those filed. These go to the Clinical Deputy Director for a decision. Most of them are approved. A clinical reason is provided if the request is denied.
      b. Change of Provider – These are sent to the Clinical Deputy Director for a decision. Most are approved, however, if not approved, a clinical reason is provided if the request is denied.
   c. Substance Use Disorder (SUD) Corrective Action Plan (CAP) Update: there were two updates; Drug Medi-Cal (DMC) and Substance Abuse Block Grant (SABG). **(See attached charts with the reports).**

4. Key Announcements (if any)
   The department's new Electronic Health Record, CREDIBLE, went into effect on 7/1/2023 ("Go-Live" Date).

5. Next Meeting Date:
   Monday, August 21, 2023

6. Attach Any Supporting materials (if any) – **See Attachments**

Grievances by Reason FY 2022-2023	
Reason	Count
Treatment Issues of Concerns	4
Staff Behavior Concerns	15
Patients' Rights	
Cultural Appropriateness	
Medication Concern	
Operational	
Other Grievance	2

Grievance FY 2022-2023	
Average Time for Resolution	22 Days
Range for Resolution	7 to 58 Days

Change of Provider Requests Approved/Denied FY 2022-2023	
Approved	Denied
52	9

Reason for Change of Provider Request FY 2022-2023	
Reason	Count
Professionalism	2
Medication	7
Treatment/Communication Issue	29
In Person Doctor/Provider Availability	7
Cultural	3
Other	14

County Compliance Section Corrective Action Plan
Tuolumne County
Review Date: 1/10/23

SUBSTANCE ABUSE BLOCK GRANT (SABG) CORRECTIVE ACTION PLAN FOR FY 2022-23

1.0 ADMINISTRATION					
CD	**Finding**	**Date with County's Response**	**Staff Responsible**	**Expected Date of Completion**	**DHCS Response to Provider**
1.3.1	**Citation: 1.3.1** SABG Application, Enclosure 2, III, 6 **Findings:** The County provided the email submission to DHCS indicating the total number of referrals necessitated by a beneficiary's religious objection for FY 2021-22. However, the email submission was submitted to DHCS after the October 1st deadline.	Tuolumne County will submit the total number of referrals necessitated by a beneficiary's religious objection for FY 2022-23 by the October 1st deadline.	Quality Management	July 31, 2023	

1.4.2	**Citation: 1.4.2** SABG Application, Enclosure 2, I, 2, B, 2, f **Findings:** The County did not provide evidence demonstrating that in planning for the provision of services, the following barriers to services are considered and addressed: • Failure to survey or otherwise identify the barriers to service accessibility.	Tuolumne County will meet with SABG providers quarterly and identify and plan for barriers to service accessibility. Meeting minutes and agendas will be set for each meeting. These barriers will be identified in any future Strategic Prevention Plan made by the County.	Quality Management/SUD	July 31, 2023	

5.0 DATA/CALOMS					
CD	**Finding**	**Date with County's Response**	**Staff Responsible**	**Expected Date of Completion**	**DHCS Response to Provider**
5.1.1	**Citation: 5.1.1** SABG Application, Enclosure 2, III, 2, C-F **Findings:** The County's Open Admissions report is not in compliance.	Tuolumne County will provide the current Open Admissions that is compliant with regulations.	Business and Operations	April 28, 2023	

6.0 PROGRAM INTEGRITY					
CD	**Finding**	**Date with County's Response**	**Staff Responsible**	**Expected Date of Completion**	**DHCS Response to Provider**
6.1.2	**Citation: 6.1.2** SABG Application Enclosure 2, I, 2 Performance Provisions, A, 1, e **Findings:** The County provided evidence demonstrating it conducted onsite monitoring reviews of each County managed and subcontracted program providing SABG funded services. However: • The County monitored 2 of 2 SABG funded programs and submitted audit reports of these annual reviews to DHCS. • The County did not submit the annual monitoring reports securely to DHCS. • The County did not submit annual monitoring reports to DHCS within two weeks of completion.	Tuolumne County will securely submit the monitoring of all two providers within two weeks of completion.	Quality Management	August 31, 2023	

DRUD MEDI-CAL (DMC) CORRECTIVE ACTION PLAN FOR FY 2022-23

5.0 REPORTING REQUIREMENTS					
CD	**Finding**	**Date with County's Response**	**Staff Responsible**	**Expected Date of Completion**	**DHCS Response to Provider**
5.1	**Citation:** 5.1 DMC Contract, Exhibit A, Attachment I A1, Part III; C, 3-6 **Findings:** The County's Open Admissions Report is out of compliance.	Tuolumne County will provide the current Open Admissions that is compliant with regulations.	Business and Operations	April 28, 2023	

Tuolumne County Behavioral Health Advisory Board Speaker Series

Wednesday

October 4, 2023

Estimated Time

5:00 pm

Presentation by:

Dr. Kim Freeman, Tuolumne County Public Health Officer

Opioid Crisis and other Public Health topics in Tuolumne County

Link to In-Person Location

Link to Virtual Meeting

IN-PERSON: Behavioral Health Enrichment Center 105 Hospital Road
(Across from the Sonora Post Office)

VIRTUALLY: https://tuolumne-ca-gov.zoom.us/j/86480448573?pwd=RjdqNkZZTlp0eVBSVktwTWJoTmozQT09
Meeting ID: 864 8044 8573 Passcode: 992399
One tap mobile +16694449171,,86480448573#,,,,*992399# US
Or dial by your location +1 669 444 9171 US

Bylaws of the
Tuolumne County Behavioral Health Advisory Board

Article 1
Name

The name of this advisory board shall be the Tuolumne County Behavioral Health Advisory Board (hereinafter referred to as the "Advisory Board"). ~~(Inside these bylaws, there may be references to a "mental health board" which refers the the Behavioral Health Advisory Board.)~~

Article 2
Purpose

The mental health board shall review and evaluate the local public mental health system and advise the Board of Supervisors on community mental health services delivered by the Department of Behavioral Health. ~~To~~ To promote wellness, education, early intervention, prevention, treatment and recovery for behavioral health services ; ~~. To~~ To advocate for consumers; to protect/ensure high quality services are available to all; to advise the behavioral health program and county administrators of community needs and concerns.

~~The Tuolumne County Behavioral Health Advisory Board ("Advisory Board") is appointed by the Tuolumne County Board of Supervisors to meet the requirements as defined and mandated in California Welfare and Institutions Code §§ 5604 *et seq*. All similar duties are also assumed by this Advisory Board for alcohol and other drug services.~~

Article 3
Duties

~~As mandated by Section 5604.2(a) of the California Welfare &~~

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Commented [TM1]: This is from the Tuolumne County handbook, I would like to be consistent.

Commented [CS2R1]: I recommend making the reference consistent throughout the document. Some of the new content is pulled from statutes, but that does not prevent making the term more specific for this particular board. Similarly, I'd advice the governing board references be changed to what our governing board is, the Board of Supervisors, to eliminate any question or confusion.

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Commented [MAS3]: The purpose of the Tuolumne County Behavioral Health Advisory Board is to review and evaluate the community's mental health and substance use disorder needs, services, programs, facilities, and procedures used to ensure citizen and professional involvement in the planning process.

Commented [TM4R3]: Please do not add language about involvement with procedures to the purpose statement because that is operations and not within the scope of this board. .

Commented [CS5R3]: This purpose does not read correctly in that the first sentence lacks a subject which is addressed by the services. The purpose of the board is advisory to the Board of Supervisors at its most basic level (WIC5604(a)(2)(A). There is a more defined purpose in 5604(b) if it helps:

The mental health board shall review and evaluate the local public mental health system, pursuant to Section 5604.2, and advise the governing body on community mental health services delivered by the local mental health agency or local behavioral health agency, as applicable.

So I added a purpose consistent with the statute and what appears to be a mission statement may follow but should be reworded.

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~~Institutions Code, the Advisory Board shall:~~

~~Pandora : Please use the actual WIC for the description of Duties (Mary Anne)5604.2.~~

(a) Pursuant to California Welfare and Institutions Code §5604.2, t~~T~~he ~~local mental health board~~Advisory Board shall do all of the following:

(1) Review and evaluate the community's public mental health needs, services, facilities, and special problems in any facility within the county or jurisdiction where mental health evaluations or services are being provided, including, but not limited to, schools, emergency departments, and psychiatric facilities.

(2) Review any county agreements entered into pursuant to Section 5650. The ~~local mental health board~~Advisory Board may make recommendations to the ~~governing body~~Board of Supervisors regarding concerns identified within these agreements.

(3) Advise the ~~governing body~~Board of Supervisors and the local mental health director as to any aspect of the local mental health program. ~~Local mental health boards~~The Advisory Board may request assistance from the local patients' rights advocates when reviewing and advising on mental health evaluations or services provided in public facilities with limited access.

(4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental illness and their families, community members, advocacy organizations, and mental health professionals. It shall also include other professionals that interact with individuals living with mental illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.

(5) Submit an annual report to the ~~governing body~~Board of Supervisors on the needs and performance of the county's mental health system.

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Commented [CS6]: We cannot copy the statute verbatim because it does not read like a bylaw so there are minor revisions below to keep the substance the same but make them specific to bylaws.

(6) Review and make recommendations on applicants for the appointment of a local director of mental health services. The ~~board~~Advisory Board shall be included in the selection process prior to the vote of the governing body.

(7) Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.

(8) ~~This part does not limit the ability of the~~The ~~governing body~~Board of Supervisors may~~to~~ transfer additional duties or authority to ~~a mental health board~~the Advisory Board.

(9) ~~(b) It is the intent of the Legislature that, as part of its duties pursuant to subdivision (a), the board shall a~~In carrying out one or more of the above duties, assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community.

~~*(Amended by Stats. 2019, Ch. 460, Sec. 4. (AB 1352) Effective January 1, 2020.)*~~

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~~1. Review and evaluate the community's behavioral health needs, services, facilities, and special problems.~~

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~~2. Review any county agreements entered into pursuant to Welfare and Institution Code Section 5650.~~

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~~3. Advise the Board of Supervisors and the local behavioral health director as to any aspect of the local behavioral health program.~~

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~~4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the community stakeholder planning processes.~~

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5. ~~Submit an annual report to the Board of Supervisors on the needs and performance of the county's behavioral health system. The annual report will be completed in the month best suited for this County's needs as determined by the Advisory Board.~~

6. ~~Review and make recommendations on applicants for the appointment of a local director of behavioral health services. The Advisory Board shall be included in the selection process prior to the vote of the Board of Supervisors.~~

7. ~~Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.~~

8. ~~Additional duties as assigned by the Board of Supervisors~~

Article 4
Membership

1. Advisory Board Composition. The Advisory Board shall be comprised of between five (5) and fifteen (15) representatives of the public interest of Tuolumne County and who represent the demographics of the county as a whole ~~meeting the demographic and role requirements setforth in the Brown Act.~~ and who are appointed by the Board of Supervisors pursuant to Section 5604 and 5604.5 of the Welfare & Institutions Code.
   1. ~~A board in a county with a population that is less than 80,000 that elects to have the board exceed the five-member minimum permitted shall be required to comply with paragraph (2) of WIC 5604.~~

2. Member Categories. Members shall also be Tuolumne County residents and overall composition should reflect the ethnic diversity of the client population in the County. Members shall be placed in categories as required by Welfare & Institutions

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Commented [PA7]: I cannot find where the Brown Act sets demographic and/or role requirements for legislative bodies. I suggest this section be deleted.

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Commented [CS8]: This is a complicated requirement in 5604(a)(1) and (3)(A) and (B) depending whether the BHAB is limited to five members. See my asterisk below which I think states the requirement but I'm open to any discussion on that.

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Code § 5604(a)~~(1)~~. ~~Any change, personal or occupational, that alters a member's category shall immediately be reported to the Advisory Board.~~ Vacancies shall notify the Clerk of the Board of Supervisors. The required categories are as follows:

a. At least fifty (50) percent of the Advisory Board membership shall be consumers or the parent, spouse, ~~sibling~~sibling, or adult children of consumers, who are receiving or have received behavioral health ~~and/or substance use disorder alcohol/drug~~ services.
b. At least twenty (20) percent of the total membership shall be consumers.
c. At least twenty (20) percent shall be families of consumers.
d. One (1) member shall be from the Board of Supervisors.

* If the Advisory Board membership is limited to five (5) members, then the requirements of (a) through (c) herein shall be reduced to require appointment of one (1) consumer and one (1) parent, spouse, sibling, or adult children of consumers, who are receiving or have received behavioral health and/or substance use disorder services.

** For appointment selection purposes, it is encouraged the Board of Supervisors appoint ~~Members should include~~ individuals who:

~~(1)~~ have experience with and knowledge of the behavioral health system, and ~~;~~

(1)

(2) ~~It is encouraged that counties~~ include members of the community that engage with individuals living with mental illness or substance abuse disorder(s) in the course of daily operations, such as representatives of county offices of education, hospitals, emergency departments personnel, city police chiefs, county sheriffs, and community and nonprofit service providers; and.~~;~~

Commented [PA9]: Members are not allowed to change their membership designation during their appointment. Rather, if their designation changes, they should identify that change when applying for reappointment. I suggest this requirement be removed and possibly considered for adoption through the creation of Advisory Board policies.

Commented [TM10R9]: I agree, we need to honor the BA.

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Commented [CS11]: I could not find this in the definition of mental health services. You can reinsert it if you can provide the authority to include it.

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Commented [CS12]: This section is not a requirement but instead something to be encourages, so these are pulled from the requirement list and moved to an asterisk here. To include these in the list of requirements would result in the BOS believing they cannot make appointments otherwise, such as those without MH experience, which is not accurate.

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~~d.~~(3) Are a veteran, or "veteran advocate" defined as a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

3. Membership Responsibilities. Members of the Advisory Board are expected to attend all regular and special meetings of the Advisory Board, to report unavoidable absences to the Chairperson or Secretary prior to the date of the meeting, to participate in deliberations and activities of the Advisory Board, and to fulfill those other responsibilities that are specifically delegated to them as Advisory Board members by the Chairperson.

   Specific responsibilities may include:

   a. Attendance at all regular meetings typically lasting two (2) hours;
   b. Spending additional time engaging in informal meetings with staff, program review, subcommittee meetings, training, interaction with other advisory boards, or general community contact as needed;
   c. To accept appointment, attend and actively participate in an existing Advisory Board committee, ad hoc committee, task force or represent the Advisory Board with a collaborating group or agency**.**

   No Advisory Board member may take any action or make any representation on behalf of the Advisory Board without consent of the full committee.

~~4.~~ Conflicts of Interest. ~~Appointed committee members may be required to adopt a Conflict of Interest Code for the committee and annually file a statement of economic interest with the County of Tuolumne pursuant to Chapter 7 of the California Government Code commencing with Section 87100.~~

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Commented [CS13]: This is a requirement but I phrased it more simply and included it below.

4.

a. Advisory Board members shall ~~file statements of economic interest (Form 700) as required by law and adopted policy and~~ abstain from voting on or participating in any matter in which the member has a financial interest as defined in Section 87103 of the Government Code.

A member may disqualify themselves either in writing to the Advisory Board Chairperson, or when the item on the agenda is announced by (1) disclosing the interest raising the potential conflict, and (2) that they are disqualifying themselves from participating in the decision. Any questions about conflicts of interest or disqualification may be referred to the Office of County Counsel.

b. Restrictions on Membership. No member of the Advisory Board, or his or her spouse, shall be a full-time or part-time employee of the County, Department of Behavioral Health, or State Departments or entities receiving funding from TCBH, the reorganized authorities and services previously held by the "State Department of Mental Health," such as the "State Department of Health Services," or any employee or paid member of the governing body of a Short-Doyle contract agency or facility. Any such employment or relationship shall immediately be reported to the Advisory Board.

~~b.~~ A consumer of mental health services who has obtained employment with an employer described ~~in paragraph (1)~~above and who holds a position in which the consumer does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning the member's employer that may come before the board.

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Commented [CS14]: All your members file Form 700s right? Please confirm this.

Commented [PA15R14]: As recently informed, Form 700 filing is NOT a requirement of the Advisory Board.

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Commented [SB16]: This portion expands the restriction to reflect ANY county department, not just the county mental health service. The WIC 5604(e) (1) states "county mental health service". This should be corrected to reflect WIC.

Commented [TM17R16]: I agree with Sherry.

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Commented [SB18]: Adding this section brings the Advisory Board into compliance with WIC5604(e)(2).

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5. Terms of Appointment. Advisory Board members shall be appointed for a period of three (3) years and may be reappointed.

6. Board Vacancies. When a member resigns or declares by ceasing participation in Board activities, the Advisory Board may notify the Clerk of the Board of Supervisors in writing with the request that the Board of Supervisors declare a vacancy and proceed to fill the position.

7. Removal of a Member. A majority of the members of the Advisory Board may, upon a roll call, vote to remove a member of the Advisory Board. Reasons for removal may include:
   a. Missing three (3) or more meetings which are not excused; or
   b. Exhibiting disruptive and/or disorderly behavior; or
   c. Taking actions contrary to the Advisory Board's mission

   Upon removal, the Advisory Board will notify the Clerk of the Board of Supervisors pursuant to Article 4, Section 6 above.

Article 5
Member Training

1. Mentors. Each new member will have an Advisory Board member as a mentor appointed or volunteered at the first meeting following the new member's appointment. The mentor will sit with the new member at meetings for at least one (1) year. The mentor will be available for questions.

2. Orientation Manual~~Executive Committee~~. New members will be provided with a current copy of the Advisory Board's ~~meet with the Executive Committee within the first three (3) months of membership for orientation to the Advisory Board. The~~ Orientation Manual ~~will be provided~~.

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3. State Trainings. Each year the Advisory Board will consider utilizing trainings from the California Institute forof Behavioral Health Solutions (CIBHSMH) and California Association of Behavioral Health Boards & Commissions (CALBHBCMHB). for trainings in Tuolumne County.

4. Behavioral Health Department Training. Each year the Advisory Board will receive trainings on the local system.

5. CIMH Training. Board members are encouraged to take part in trainings offered to Advisory Board by CIMH.

Article 6
Meetings

1. Open Meetings. Meetings shall be open to the public and conducted in accordance with the Ralph M. Brown Act. (Government Code §§ 54950 *et seq.*) The Advisory Board may conduct closed sessions to consider those matters allowed by law to be heard in this manner.

2. Regular Meetings. Regular meetings of the Advisory Board shall be held once a month. The Advisory Board may set the date and time of a regular meeting, or cancel a meeting, by a majority vote of the members of the Advisory Board. Regular meetings shall be noticed at least seventy-two (72) hours prior to the date and time set for the meeting.

    a. Agenda Preparation. Agenda items should be presented to the Chairperson or the Behavioral Health Board Clerk, Alcohol/Drug Services office at least ten (10) days before the regular meeting date. The elected oOfficers (meeting as the Executive Committee) willnot constituting a quorum of the Advisory Board may meet or confer with the Behavioral Health Director at least seven (7) days prior to

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Commented [PA19]: #5 is redundant to #3 above.
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the regular meeting to ~~set~~ place items on the agenda ~~items~~.

b. Agenda Distribution. In addition to posting, including on the County's website, ~~T~~the agenda shall be provided to Advisory Board members by~~, via~~ email~~ed~~ or ~~through general mail~~by U.S. Mail if no email address is provided,~~.~~ the same day the agenda is posted, but no later than ~~to Advisory Board members no later than~~two (2) days ~~after public posting seven (7) days but before~~ prior to the regular meeting~~. date~~. Available agenda materials~~Pertinent back-up data shall may be emailed/ mailed~~shall be included with the agenda, or if not, shall be available to ~~and/or shared with attendees~~members and attendees at the scheduled meeting.

3. Special Meetings. Special meetings may be called by the Chairperson or ~~the~~ by majority vote of the members of the Advisory Board during a meeting. Special meetings shall be noticed at least twenty-four (24) hours prior to the date and time set for the meeting. Because special meetings must comply with Brown Act open meeting law requirements, resources of the department shall be ~~established~~confirmed prior to the scheduling of a special meeting.

~~3.~~

4. Quorum. A quorum shall consist of ~~one-half of the appointed sitting~~a simple majority of the currently appointed members of the Advisory Board (excluding vacancies) ~~members, plus one~~. A quorum shall be necessary at all times to conduct Advisory Board business. At any meeting at which a quorum is not achieved, or lost during a meeting, the meeting shall be adjourned or recessed as appropriate until such time a quorum is achieved or re-established.

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Commented [CS20]: I believe this is the basic distribution, and you appear to have further requirements for emailing and mailing, so this is for clarification.

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Commented [CS21]: There were practical issues with the timelines here so I included these suggestions. Also, backup materials filter in as items are developed, so they may not may not be available so this should be flexible.

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Commented [CS22]: Outside a meeting this may be a Brown Act violation.

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Commented [CS23]: I recommend replacing "sitting" with "appointed" since as the term typically used to reflect those actually appointed, as opposed to membership generally which includes vacancies. Hopefully this is very clear now.

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5. Conduct of Meetings. The ~~elected~~ officers ~~Executive Committee~~ may determine the order of meeting items, such as the following suggested format:

   a. Call to Order
   b. Introductions
   c. Public Comment
   d. Correspondence
   e. Approval of Minutes
   f. Action Items
   g. Program Review
   h. Supervisor/Director's Report
   i. Member Reports
   j. Committee Reports
   k. Old Business
   l. New Business
   ~~m. Closed Session (As Needed)~~
   ~~n.~~m. Adjournment
   ~~o.~~n. Behavioral Health and Recovery Upcoming Events

Article 7
Officers

1. Officers and Duties. The elected officers of the Advisory Board shall be the Chairperson, and Vice Chairperson ~~and Secretary. These officers constitute the Advisory Board's Executive Committee.~~

   a. Chairperson Duties. The Chairperson shall be in consultation with the local behavioral health director. The Chairperson shall preside at all meetings of the Advisory Board. The Chairperson shall have all the rights and duties of other members, including the right to introduce motions or proposals and to speak and vote on them while presiding. In the event of a tie vote, the matter may be either carried over for the next meeting, or the discussion

Commented [CS24]: These are simply officers.
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Commented [CS25]: I'm not sure what closed session may be held by an advisory board. If you can think of any, let me know and we can include this.
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may continue with an additional vote. If a consensus is not reached with further discussion or at a continued meeting, the matter will fail, or be reported as a "tie vote."

b. Vice Chairperson Duties. In the absence of the Chairperson, the Vice Chairperson shall preside at meetings of the Advisory Board. In the event of a vacancy in the office of the Chairperson, the Vice Chairperson shall succeed to the office of the Chairperson.

In the event that the Vice Chairperson is not able to carry out his or her duties, an election shall be held for the vacant office at the next regular meeting of the Advisory Board if appropriate. In the event both the Chairperson and Vice Chairperson are not present, the membership of the Advisory Board shall vote to appoint an acting Chairperson for a given meeting.

In lieu of a secretary, department staff will fulfill such duties, including scheduling and noticing meetings, distribution of the agenda and materials, attending meetings, maintaining record of meeting quorums, preparing minutes of meetings, and maintaining record of all activities of the Advisory Board.

~~c. Secretary. The Advisory Board shall maintain records of all activities. The Advisory Board may fulfill those requirements by electing one of its members as Secretary. The Secretary will (1) attend all meetings of the Advisory Board, and committees as requested; (2) maintain a record of all sessions noting a quorum is present, and attendance; (3) assist with distribution of the agenda and agenda materials; and (4) assist with meeting notices in compliance with the Brown Act.~~

2. Term. The term of office for officers shall be two (2) years.

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Commented [CS26]: Is the plan to use department staff? If so, I added the part above so those duties are clear.

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~~3. Nominating Committee. The Advisory Board shall appoint three (3) members to the Nominating Committee at the April regular meeting. The Nominating Committee shall select a slate of officers, obtain their consent to serve, and report their results back to the Advisory Board at the May regular meeting. Nominations from the floor shall be in order after the Nominating Committee has made their report.~~

Commented [TM27]: It seems to me that that discussions around the leadership should be done at the meeting not amongst a committee. and historically nomination is done in meetings.

~~4.~~3. Elections of Officers. Election of officers shall be held at the regular June meeting or as soon as practical thereafter. If more than one (1) person is nominated for any office, an open polling of each Advisory Board member in attendance will be made to decide the election. A secret ballot is not allowed by open meeting laws. The elected officers shall take office immediately after their election.

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~~5.~~4. Vacancies. When a vacancy of an office occurs, the position may be filled by open Advisory Board nomination and majority vote of those members present. The officer filling a vacancy shall complete the remainder of the term.

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~~6.~~5. Removal. The Chairperson or Vice Chairperson may be removed from office for sufficient cause and relieved of duties by a majority vote of the Advisory Board.

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Article 8
Committees & Task Forces

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1. Standing Committees. The Advisory Board may form standing committees consisting of less than a quorum of the Advisory Board. Standing Committee Chairpersons may be appointed by the Advisory Board Chairperson after consultation with the Behavioral Health Director and Advisory Board. Because s~~S~~tanding committees meetings must comply with Brown Act open meeting law requirements and require attendance of department staff, department resources shall be

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~~established~~confirmed prior to ~~moving to create~~formation of a Standing Committee.~~.~~

2. Ad Hoc Committees. Ad Hoc Committees of limited duration and limited subject matter and constituting less than a quorum of the Advisory Board may be formed by ~~action of~~ the Advisory Board as needed ~~and following the same procedures as standing committees~~provided department resources are confirmed by the department prior to formation.

3. Task Forces. Task forces may be formed by action of the Advisory Board consisting of community members and a task force chairperson. Members of the Advisory Board may not be appointed to a task force. ~~Community~~ Task force members are appointed by the Advisory Board, and the task force chairperson is appointed by the Advisory Board Chairperson.

Article 9
Bylaw Amendments

All proposed bylaw amendments shall be approved by majority vote of the members of the Advisory Board. Amendments shall not take effect until approved by the Board of Supervisors.

Article 10
Parliamentary Procedure

The Advisory Board shall follow the *Rosenberg's Rules of Order* to conduct its meetings.

Approved by the Tuolumne County Behavioral Health Advisory Board on this date _____,

By: _____
Chairperson, Behavioral Health Advisory Board

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Approved by the Tuolumne County Board of Supervisors on this date: _____

By: _____
Chairperson, Board of Supervisors

Attest:

By: _____
Alicia Jamar, Deputy
Clerk of the Board of Supervisors

Approved as to legal form:

By: _____
Christopher Schmidt
Deputy County Counsel

Updated 2008/2009, 2012/2013, 2016/2017

Tuolumne County Behavioral Health Advisory Board
Site Visit Protocol
Initial Approval Date: 5/3/2023
Revised: (insert date)

PURPOSE:

Site visits provide an opportunity to "review and evaluate the community's mental health needs, services, facilities, and special problems". *(Statutory Duties: WIC 5604.2(a))*

The purpose of this protocol is to define the policy and procedures for Behavioral Health Advisory Board members to complete site visits.

POLICY & PROCEDURE

1. Each Behavioral Health Advisory Board member shall participate in at least one site visit per year.
2. Site visits can be performed by a maximum of 2-3 Board members.
3. The Behavioral Health Advisory Board (BHAB) receives a current facilities list(s) on an annual basis from the Behavioral Health Director. This list will be reviewed by the Ad Hoc Site/Facility Visit Committee. These lists will include both ~~county operated~~county-operated services and contracted services.
4. The Ad Hoc Site/Facility Visit Committee, with input from the BHAB, chooses which sites to visit and provides this list to the Behavioral Health Director (or designee). Note: Additional sites can be considered throughout the year at the request of BHAB members, the Behavioral Health Director, with approval by the BHAB.
5. The Ad Hoc Site/Facility Visit Committee, working with the Behavioral Health Director (or designee), identifies targeted months, and site locations to be visited. The Ad Hoc Site/Facility Visit Committee canvasses which board members are available during those months and develops the schedule of site visits.
6. The site visit calendar for each year will be distributed during a BHAB meeting. One BHAB member will serve as the Lead Reviewer for each site/facility visit. The BHAB Chair will designate the Lead Reviewer for each site/facility visit.
7. Approximately one month prior to a site visit, the Ad Hoc Site/Facility Visit Committee Chair:
    a. Provide a "Site Visit Observations" form (to Facility/Program) - the Site Manager and/or Contractor is given the form for informational purposes. The form is to be completed during the site visit by the BHAB site visitor(s). Contractors are welcome to offer information in advance if desired.
    ~~a.~~b. Request Behavioral Health Director or Site Manager/Director to provide copies (to the Lead Reviewer) of any pertinent policies, procedures, contracts, etc., as may be necessary to clarify business procedures and/or practices.

Commented [SB1]: The Behavioral Health Director recommended that the Site Visit Team receive any performance contracts, policies and/or procedures, etc., prior to the physical site visit, so that the team might have information to familiarize themselves with the site.

~~b.~~c. Receive the Site Contact (name/email/phone) for Lead Reviewer (arranged through the Behavioral Health Director or designee).

~~c.~~d. Receive a copy of the current Performance/Business Contract, if applicable, (to include Scope of Work and Budget) Information to Site Visit Team.

8. The Lead Reviewer will reach out to the Site Contact and BHAB Site Visit Team to schedule the site visit.
9. Prior to the site visit, the Ad Hoc Site/Facility Visit Committee will forward to the Site Visit Team:
    a. Copies of recent reports to the Tuolumne County Behavioral Health Department (if there are any).
    b. A blank "Site Visit Observations" form (for use during visit.)
10. After conducting the site visit, the Lead Reviewer will provide the Site Visit Team's completed "Site Visit Observations" to the BHAB Chair and Behavioral Health Director (or designee) to be included for review at the next BHAB Meeting.
11. Concerns raised from site visits should be addressed by the Behavioral Health Director (or designee) with follow-up information reported to the BHAB.

AMENDMENT #1 TO
Residential Services – Davis Guest Home

This Amendment #1 ("Amendment #1") is entered into this 1st day of May, 2023 by and between the County of Tuolumne doing business as Behavioral Health Department a political subdivision of the State of California, ("County") and Davis Guest Home, Inc., a California Corporation, ("Contractor"), pursuant to the following terms and conditions.

WHEREAS, on July 01, 2022, the County and the Contractor entered into an Agreement for Professional Services ("Agreement") to provide residential services to Tuolumne County Behavioral Health clients; and

WHEREAS, County and Contractor desire to increase compensation and amend Exhibit B, Cost Proposal, to add updated rates of compensation.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Paragraphs 3 and 14 of the Agreement are amended to replace reference to Exhibit B, Cost Proposal, with Exhibit B-1.

2. Paragraph 3(A) (Compensation) of the agreement is amended to read as follows:

   "Contractor shall be compensated for services performed in an amount not to exceed one hundred and fifty thousand dollars ($200,000) per fiscal year. The Contractor's rates are listed in Exhibit B-1, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice."

3. Exhibit B of the Agreement is deleted and replaced with Exhibit B-1, attached hereto and Incorporated herein by reference.

4. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
Tracie Riggs By: Tracie Riggs, County Administrative Officer	Lonny Davis Lonny Davis (Apr 10, 2023 11:21 PDT) By: Lonny Davis, Owner
Rebecca Espino Rebecca Espino (Apr 17, 2023 08:35 PDT) By: Rebecca Espino, Health & Human Services Agency Director	
By: Tami Mariscal, Behavioral Health Director	
APPROVED AS TO LEGAL FORM: Christopher Schmidt (Apr 17, 2023 09:06 PDT) By: Christopher Schmidt, Deputy County Counsel	

Exhibit B-1
COST PROPOSAL

Davis Guest Home

personalized residential care

Fiscal Year 2023-2024 Rate Sheet

Transitional Rate Program/Services:

$ 1,324.82 SSI *
$1,344.82 SSI/SSA*
$160.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check and $1344.82 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity , and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, and $300.00 for private rooms. Behavioral patches may also apply and vary between
$225-$300 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Home s within 30 days.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator

status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR' S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to COUNTY for placement.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than
(10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident' s bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes.
Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after- hours contact numbers) for Case Managers and or Conservators in the event of emergencies.
Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County.

Additional training requirements which are unique and county specific may not be added to contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

COUNTY agrees that if the contract is not in place by June 31st, 2023 and no agreement exists to continue payments while contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

AMENDMENT #1 TO
Residential Services – Davis Guest Home

This Amendment #1 ("Amendment #1") is entered into this 1st day of May, 2023 by and between the County of Tuolumne doing business as Behavioral Health Department a political subdivision of the State of California, ("County") and Davis Guest Home, Inc., a California Corporation, ("Contractor"), pursuant to the following terms and conditions.

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[Signatures on the following page]

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Tracie Riggs By: Tracie Riggs, County Administrative Officer	Lonny Davis Lonny Davis (Apr 10, 2023 11:21 PDT) By: Lonny Davis, Owner
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CONTRACT AND AGREEMENT SUMMARY SHEET

Contractor's name: Davis Guest Home, Inc.	**Contract #:** To be assigned by the CAO Office 19-0046-02
Contractor's address: Attn: Gina Nunes 1878 E. Hatch Road Modesto, CA 95351-5002	**Telephone #:** 209-538-1496 ext. 106 **Fax #:** 209-538-6584 / gina@davisguesthome.com

Type of Agreement:

☑ Goods/Services ☐ Grants ☐ Land/Buildings ☐ Lease ☐ Franchise ☐ Other: Define_____

Brief Summary/Description of Agreement/Contract/Lease:

Residential Services Agreement Amendment

Originating County Department: Behavioral Health	**Staff Assigned:** Michael Wilson	**Telephone #:** x6265
Budget account #: 1145-401308-526360-BH001011	**Maximum cost of contract:** $140,000/FY	

Effective Date of Contract: From: 07/01/2021 To: 06/30/2022

Duration: 1 ☑ Year(s) ____ ☐ Month(s) ____ ☐ Week (s) ____ ☐ Day(s)

Is this a contract renewal? Yes ☑ No ☐

Is this contract an amendment? Yes ☐ No ☐

If so, what is the previous contract number? 19-0046-01

W-9 attached? Yes ☐ No ☑	**Certificate of liability insurance attached?** Yes ☐ No ☑ N/A ☐

SIGNATURE AUTHORITY

BOS Date if known/applicable:

Is this contract to be approved by the Board of Supervisors? ☐ Yes ☑ No	**Purchasing agent approved?** ☑ Yes ☐ No

ADDITIONAL NOTES

Amendment to continue contract for FY 21-22 and add FY rates

COUNTY REVIEW/SIGNATURE

Please check when reviewed and signed.

Contractor	☐	Program Approval:
County Counsel	☑	Christopher Schmidt approved: 2.24.2021
CAO/Purchasing Agent	☑	Tracie Riggs or designee
BOS (If Applicable)	☐	

Prepared By: Amanda Lawrance,x6243	Date Routed: 3/9/2021

AMENDMENT #2 TO
Residential Services- Davis Guest Home

This Amendment #2 ("Amendment #2") is entered into this 1st day of July 2021 by and between the County of Tuolumne doing business as the Behavioral Health Department, a political subdivision of the State of California, ("County") and Davis Guest Home, Inc. a California Corporation, ("Contractor ").

WHEREAS, on July 1, 2019, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to perform residential services for Tuolumne County Behavioral Health clients; and

WHEREAS, on July 1, 2020, the County and the Contractor entered into an Amendment #1 ("Amendment #1") to extend the agreement for a one (1) year period, update the scope of services in Exhibit A, and update rates of compensation in Exhibit B; and

WHEREAS, the parties desire to extend services from July 1, 2021 through June 30, 2022 and update rates of compensation in Exhibit B-1 to the Agreement.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Section 1 (Term) of the Agreement is amended to read as follows:

   "The term of this Agreement shall commence on July 1, 2021 and terminate on June 20, 2022, unless extended as provided by this Agreement.

   This Agreement may be extended for one (1) annual extensions by written amendment signed by both parties."

2. Exhibit B-1, Cost Proposal, of the Agreement is deleted and replaced with Exhibit B-2, attached hereto and Incorporated herein by reference.

3. Except as amended herein, all other terms and conditions of the Agreement and Amendment #1 shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs, County Administrative Officer	By: Lonny Davis, Owner
By: Rebecca Espino, Human Services Agency Director	
By: Michael Wilson, LMFT Behavioral Health Director	
APPROVED AS TO LEGAL FORM: By: Christopher Schmidt, Deputy County Counsel	

Exhibit B-2
COST PROPOSAL

Davis Guest Home
personalized residential care

Fiscal Year 2021-2022 Rate Sheet

***Transitional Rate** Program/Services:*

$ 1,079.37 SSI *
$ 1,099.37 SSI/SSA*
$ 125.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,079.37/$1,099.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

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Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 from day 31 until time they are relocated.

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Is this a contract renewal? Yes ☑ No ☐

Is this contract an amendment? Yes ☐ No ☐

If so, what is the previous contract number? 19-0046-01

W-9 attached? Yes ☐ No ☑	**Certificate of liability insurance attached?** Yes ☐ No ☑ N/A ☐

SIGNATURE AUTHORITY

BOS Date if known/applicable:

Is this contract to be approved by the Board of Supervisors? ☐ Yes ☑ No	**Purchasing agent approved?** ☑ Yes ☐ No

ADDITIONAL NOTES

Amendment to continue contract for FY 21-22 and add FY rates

COUNTY REVIEW/SIGNATURE

Please check when reviewed and signed.

Contractor	☐	Program Approval:
County Counsel	☑	Christopher Schmidt approved: 2.24.2021
CAO/Purchasing Agent	☑	Tracie Riggs or designee
BOS (If Applicable)	☐	

Prepared By: Amanda Lawrance,x6243	Date Routed: 3/9/2021

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3. Except as amended herein, all other terms and conditions of the Agreement and Amendment #1 shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs, County Administrative Officer	By: Lonny Davis, Owner
By: Rebecca Espino, Human Services Agency Director	
By: Michael Wilson, LMFT Behavioral Health Director	
APPROVED AS TO LEGAL FORM: By: Christopher Schmidt, Deputy County Counsel	

Exhibit B-2
COST PROPOSAL

Davis Guest Home
personalized residential care

Fiscal Year 2021-2022 Rate Sheet

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Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 from day 31 until time they are relocated.

SCO ID: 4440-2179012000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79012-000	DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
Tuolumne County Behavioral Health

2. The term of this Agreement is:

START DATE
June 1, 2022, or upon DSH approval, whichever is later

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$2,130,000.00
Two Million One Hundred Thirty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	6
	Exhibit A-1	Statutory Outcome Data Requirements	1
	Exhibit A-2	Invoice Data Requirements	1
+ -	Exhibit B	Budget Detail and Payment Provisions	3
+ -	Exhibit B-1	Sample Invoice	1
+ -	Exhibit C *	General Terms and Conditions (GTC 4/2017)	*
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9
+ -	Exhibit G	Insurance Requirements	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Tuolumne County Behavioral Health

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
105 Hospital Road	Sonora	CA	95370

PRINTED NAME OF PERSON SIGNING	TITLE
Tracie Riggs	County Administrator

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Tracie Riggs	09/20/2022

SCO ID: 4440-2179012000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79012-000	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Paul Bernal	Unit Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W & I Code 4361		

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
COUNTY OF TUOLUMNE	

By (Authorized Signature)

Tracie Riggs

Printed Name and Title of Person Signing

TRACIE RIGGS, COUNTY ADMINISTRATOR

Executed in the County of	Executed in the State of
TUOLUMNE	CALIFORNIA

Date Executed

09/20/2022

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
COUNTY OF TUOLUMNE	

By (Authorized Signature)

Tracie Riggs

Printed Name and Title of Person Signing

TRACIE RIGGS, COUNTY ADMINISTRATOR

Date Executed	Executed in the County of
09/20/2022	TUOLUMNE

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	

Printed Name and Title of Person Signing *Date Executed*

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

The County of Tuolumne and/or their authorized designee, hereafter referred to as "Contractor," agrees to provide services as defined herein pursuant to the terms and conditions of this Agreement.

2. PROJECT REPRESENTATIVES:

The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Health Program Manager III	
Address: 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: N/A
Email: Ashley.Breth@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Karteek Kankanala Associate Governmental Program Analyst	
Address: 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 562-3006	Fax: N/A
Email: Karteek.Kankanala@dsh.ca.gov	

County Contract Manager:	
Section/Unit: Tuolumne County Behavioral Health	
Attention: Tami Mariscal	
Address: 105 Hospital Road, Sonara, CA 95370	
Phone: (209) 533-6245	Fax: N/A
Email: tmarsical@co.tuolumne.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

3. PROJECT SUMMARY:

Contractor shall administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in its jurisdiction. Program participants are individuals with serious mental disorders who have been charged with certain felony crimes and found by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code § 1001.36 hereafter referred to as "Felony Mental Health Diversion Clients." Contractor shall provide clinically appropriate or evidence-based mental health treatment and wraparound services across a continuum of care, as appropriate, to meet the individual needs of Felony Mental Health Diversion Clients. For purposes of this section, "wraparound services" means services provided in addition to the mental health treatment necessary to meet the individual's needs for successfully managing their mental health symptoms and to successfully live in the community.

4. PROGRAM IMPLEMENTATION FUNDS:

The DSH shall distribute up to 25% of total funds to Contractor for initial program implementation costs incurred under this Agreement. Contractor shall submit to the DSH a written program plan including an outline of the use of the program implementation funding as a deliverable prior to payment of funds. Program implementation costs shall include, but are not limited to:

a. Initial procurement and set up of diversion client housing
b. Initial administrative operating expenses and equipment
c. Initial training and technical assistance activities
d. Development of operational guidelines, policies, and procedures
e. Recruitment, hiring, and orientation activities supporting new staff

5. CONTRACTOR RESPONSIBILITIES:

A. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is 15.

B. Contractor shall collaborate with community stakeholders and other partner agencies throughout the term of this contract. Collaborative partners include but are not limited to the following county-specific groups: behavioral health, community-based treatment providers, housing providers, courts, Public Defender, District Attorney, Probation and Sheriff/jail administrator.

C. Contractor shall thoroughly assess and identify which Felony Mental Health Diversion Clients are clinically appropriate for admission into the community-based jail diversion program based upon statutory criteria (Welfare & Institutions Code (W&I), § 4361, subdivision (c)(1)(A)-(C)). Additionally, Contractor shall initiate and maintain treatment while the Felony Mental Health Diversion Clients are in custody and awaiting release from jail and placement in the community.

D. Data Submission Requirements

1. Statutory data requirements: To the extent not prohibited by Federal law, Contractor shall provide DSH with data no less than quarterly including but not limited to statutory requirements detailed in AB1810 (2018) and Welfare and Institutions Code § 4361 for individual Felony Mental Health Diversion Clients. DSH shall have the right to modify, reduce, or add data elements or outcome measures at any time in its discretion consistent with section 4361, subdivision (g). Exhibit A Attachment 1 details the statutory data elements that are required. Data shall be submitted in the method and format set forth by the DSH. Contractor shall identify any data in the dataset subject to the rules of 42 C.F.R.

Part 2 upon submission to DSH. DSH shall use this data and outcome measures to perform program evaluation to assess the efficacy and resource allocation of the program, for monitoring of the program to ensure that services outlined in law and the proposal were provided, to provide reports to the Legislature and other stakeholders, and to perform research related to provision of improved services to the target population.

2. Invoicing Data Requirements: Contractor shall provide DSH with data elements which verify the client population being invoiced. Exhibit A Attachment 2 details the data elements that are required. Data shall be submitted in the same method as Statutory data requirements prior to submitting the invoice.

E. Contractor shall provide DSH with a data subset as deliverable verification for disbursement numbers two through five. Exhibit A, Attachment 2 details the required data subset. (see Exhibit B, Section 5 Table B1 for disbursement requirements)

F. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is 15. Felony Mental Health Diversion Clients must maintain participation in the Diversion program for a minimum of 30 days to be counted towards the Contractor's target population goals required for distribution of funds as outlined in Exhibit B, Section 5. Budget Detail. If a participating Felony Mental Health Diversion Client successfully completes the program in less than 30 days, the Contractor may account for the Felony Mental Health Diversion Client in the total reported to DSH for purposes of meeting target population goals required for fund distribution.

G. Felony Mental Health Diversion Clients housed in community-based diversion programs shall remain under the legal and physical supervision of Contractor. Contractor shall be responsible for full range of services and support including but not limited to medical care, transportation, and patients-rights services.

H. Contractor retains the right to exclude specific individual Felony Mental Health Diversion Clients from the community-based diversion program based on the terms and conditions set forth in the Client's Diversion plan or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the program.

I. Contractor shall submit a written document outlining the program plan developed and agreed to by all county collaborative partners. Said document shall identify roles and responsibilities, describe the program from initial identification of potential Felony Mental Health Diversion/IST Clients to program completion, and list all services to be provided in the program. Plan shall also include a detailed program flowchart depicting all stages of the program; an itemized budget plan identifying personnel and operation and equipment costs, county match, and other fund sources; and an outline of program implementation costs as detailed in section 4 of this exhibit. The final county plan must be approved by DSH prior to program implementation. Any changes to this plan must be agreed to in writing by both parties.

J. Contractor shall connect individuals to services in the community after they have completed diversion as defined in this agreement. Contractor shall be responsible for coordinating with behavioral health programs for continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Felony Mental Health Diversion Clients.

K. Contractor shall track Diversion expenditures and shall provide a report itemizing Diversion expenditures pursuant to Exhibit B, Section 5, Budget Detail.

L. Contractor shall report in writing via email to the DSH Contract Manager or designee if a current Felony Mental Health Diversion Client is absent without leave (AWOL) or is involved in a Special Incident. Such reporting to DSH will take place within forty-eight (48) hours of such an incident.

A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:

i. Suicide or attempt;
ii. Death or serious injury of, or by, client;
iii. Criminal behavior (including arrests, with or without conviction);
iv. Any incident which may result in public or media attention to the program.

M. If Contractor is unable to serve the total number of unduplicated Felony Mental Health Diversion Clients stated in provision 5.A. due to actual client costs exceeding the level of funds available, Contractor shall notify the DSH Contract Manager or designee in writing no less than 180 days prior to the expiration of this Agreement; and shall provide an updated plan to include: 1) an explanation of the reasons for the cost increases; 2) the revised number of Felony Mental Health Diversion Clients to be served by the community-based diversion program; and 3) the revised budget, not to exceed the maximum amount set forth in this Agreement. Upon approval of the revised plan by DSH, an amendment to this Agreement shall be initiated.

N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which DSH may terminate this Agreement with cause.

O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, Contractor shall immediately notify DSH in writing.

Q. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

6. DSH RESPONSIBILITIES:

A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Section 5. Budget Detail, with approved submission of deliverables, such as data required in Exhibit A, Attachments 1 and 2.

B. DSH shall provide a data collection process to Contractor (see Exhibit A. Contractor Responsibilities). Additional elements may be added by DSH in accordance with section 4361.

C. Upon receipt of the statutory data requirements (Exhibit A, Attachment 1) from Contractor, DSH will analyze data for the purpose of program evaluation, monitoring, reporting, and research.

D. DSH will provide a quarterly report to Contractor summarizing the statutory data requirements and outcome measures.

E. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

7. PERFORMANCE MEASURES:

Complete and Timely Provision of Services

A. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.

B. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

8. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services is such approval is required.

EXHIBIT A, ATTACHMENT 1
STATUTORY OUTCOME DATA REQUIREMENTS

DSH shall provide a data collection process to the Contractor. Contractor shall complete and submit the required data to DSH, via secure site, no less than quarterly. Contractor shall identify any data in the dataset subject to the rules of 42 CFR Part 2 upon submission to DSH. The data collection process shall capture, but is not limited to, the following data elements:

1. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
2. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
3. The number of individuals participating in Diversion.
4. The name, social security number, date of birth, and demographics of each individual participating in Diversion.
5. The length of time in Diversion for each participating individual.
6. The types of services and supports provided to each individual participating in Diversion.
7. The number of days each individual was in jail prior to placement in Diversion.
8. The number of days that each individual spent in each level of care facility.
9. The diagnoses of each individual participating in Diversion.
10. The nature of the charges for each individual participating in Diversion.
11. The number of individuals who completed Diversion.
12. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.

EXHIBIT A, ATTACHMENT 2
INVOICING DATA REQUIREMENTS

Contractor shall submit to DSH the following data elements, via secure site, as deliverable verification for disbursement numbers two through six (see Exhibit B, Section 5.B. 2-6):

1. Benchmark Number (see Exhibit B, Section 5.B. 2-6 for required number of clients)
2. Client Name
3. Date of Birth
4. SSN
5. CII
6. Enrollment Date
7. Discharge Date (if applicable)
8. Diagnosis
9. IST (Y/N)
10. Felony Charge
11. Date of Offense

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered, upon implementation of the pre-trial Felony Mental Health Diversion program and upon receipt and approval of invoices submitted as described herein, DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.

B. Contractor shall submit a single invoice for all initial program implementation costs associated with and pertaining to the written plan submitted to DSH in accordance with Exhibit A, Scope of Work, section 4, "Program Implementation Funds."

C. Contractor shall submit an invoice verification data report for each invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.

D. DSH shall not be responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to DSH for distribution of funds, all invoices shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office, MS-2
1215 O Street
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, Provision 5, disbursement number provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date on which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Disbursement Number (Exhibit B, Budget Detail, invoice number one through five)
   iv. Invoice total
   v. Signature (may be e-signature or wet signature)

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

Payment shall be made in accordance with, and within the time specified in, Government Code § 927 et seq.

5. BUDGET DETAIL:

A. The maximum amount of this Agreement shall not exceed $2,130,000.

B. Funds awarded to the Contractor pursuant to this contract shall be distributed in a total of five (5) installments as outlined below.

Upon successful admission of a specified number of unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days shown in Table B1, Column C, DSH shall disburse program funds to Contractor not to exceed the amount in Column D for same row. Exhibit A, Attachment 2 lists the supporting documentation required for distribution of funds, including but not limited to an itemized list of clients served by the program including admission date and if applicable, discharge date.

DSH Contract Manager may make changes to these Tables without an amendment as long as the Maximum Dollar Amount of the Contract or Total Client Population is not changed.

TABLE B1 – FUNDING DISTRIBUTION FOR CATEGORY 1 (FY 22/23 FUNDS)

Column A	Column B	Column C	Column D
Invoice #	**Deliverable Requirement**	**Deliverable (Plan/ Client Population #)**	**Distribution Amount**
1	Approved Program Implementation Funds	Program Implementation Funds (25% of overall funds)	$532,500.00
2	Column C and Supporting Documentation	20% / 3 client	$319,500.00
3	Column C and Supporting Documentation	40% / 6 clients	$426,000.00
4	Column C and Supporting Documentation	75% / 11 clients	$426,000.00
5	Column C and Supporting Documentation	100% / 15 clients	$426,000.00
CATEGORY 1 Totals:		**15**	**$ 2,130,000.00**

C. Contractor shall contribute a 10% or $213,000 match in local county funds. The county match may be cash, in-kind, or a combination thereof. Local county funds allowable include but are not limited to 1991 Realignment, 2011 Realignment, and county general fund. Funding from other state or federal sources, including Medi-Cal federal financial participation, shall not be counted towards the required county match.

D. Contractor shall utilize contracting county's accounting system to track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this Agreement. A final report itemizing Diversion expenditures and required match contributions shall be due within sixty days after the termination of the agreement.

Exhibit B, Attachment 1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request					
	Disbursement		Program Benchmark		Total Disbursement Requested
☐	One		Program Implementation		**$**_____
☐	Two		Admission of 20% of clients		**$**_____
☐	Three		Admission of 40% of clients		**$**_____
☐	Four		Admission of 75% of clients		**$**_____
☐	Five		Admission of 100% of clients		**$**_____

TOTAL: $ _____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.

C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

   i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

   ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. At the sole discretion of DSH, and in accordance with each facility's Infection Control Policy, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103 (2021).

ii. Breach. With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402 (2021).

iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).

iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.

v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).

vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);

vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);

ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	**DSH Chief Privacy Officer**	**DSH Chief Information Security Officer**
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

EXHIBIT G
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and DSH, shall be provided prior to the execution of this Agreement and the commencement of services.

B. DSH reserves the right, at its sole discretion, to cancel a proposed award to Contractor which does not submit all required insurance documents in a timely manner. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**
Contractor shall maintain general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should Contractor use a subcontractor to complete a portion of this Agreement, Contractor shall include the subcontractor as an additional named insured under Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. Contractor shall supply evidence of the subcontractor's insurance to DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise directed by DSH, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**
Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Motor Vehicle Liability:**
Contractor shall maintain motor vehicle liability insurance with limits of not less than $1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**
Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical

professionals meeting this requirement. Evidence of compliant insurance shall be provided to DSH prior to the commencement of services.

☐ **Performance Bond:**
Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**
Contractor shall provide DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by Contractor's employees, subcontractors, and suppliers in the event that Contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:
https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf

☒ **Workers' Compensation:**
If Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than $1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by DSH, in writing, Contractor shall furnish, within three (3) state business days following DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, DSH, its officers, agents and employees from any and all claims by Contractor's employees, agents and/or anyone representing Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

A. Certificates of liability insurance must name DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals
Attention: Jessica Schwartz
1215 O Street, MS-1
Sacramento, CA, 95814

5. SELF-INSURANCE REQUIREMENTS:

A. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.

B. For all other Contractors, for Workers' Compensation insurance, Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.

C. For all other Contractors, for all other insurance categories, Contractor must provide:

i. A cover letter from Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.

ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.

iii. Evidence of firm having current equity of at least $5,000,000 and current net profit of at least $500,000.

iv. A signed written statement from Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of $500,000.

D. Contractor agrees to submit to DSH evidence of, upon request by DSH, and DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. DSH also reserves the right to require subsequent assistance from Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by DSH, Contractor shall provide additional reasonable assurances and documentation to DSH of its ability to meet the requirements to self-insure.

E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

Community Meeting Report

Name of Community Meeting: Quality Improvement Council

Date of Meeting: Monday, August 21, 2023

1. Key Decisions (if any) – the Consumer Perception Survey will be presented at the September 2023 meeting.

2. Key Actions (if any) – there were no Key Actions.

3. Key Information:
    a. Quality Assurance Plan Review (QAPI) FY 22-23

    Every year, every county behavioral health department must build a plan, improve areas within the system. The current QAPI Plan was shared with the attendees at the meeting. The Plan includes Improvement Work Plan Goals, which were reviewed. Monitoring client activity is large, from the time clients call in to the system to the time they leave, and everything in between. The Quality Management Team, which meets monthly, continually monitors data used to develop the goals and measurables for the QAPI. Goals can come from audit findings, review findings, etc. The 22/23 goals were shared, and included information on how the department met those goals.

    The department re-vamped the LOCUS and CANS dashboard and is currently working on that now. These measures are used to directly relate them to current levels of care for clients and utilize them for system recommendations/changes.

    Also developed was a dashboard for use in the clinical manager meeting, to help them make clinical decisions based on the data they review. The meeting is now formalized, and administrative support has been offered to help them with formal agenda setting and documentation through meeting minutes.

    Foster care referrals were monitored, with a desire to get to the goal of 15% referrals to behavioral health (the 15% is an average for rural counties). The department worked intensively with the CWS department through collaboration and increased interaction with CWS. Referrals did increase because of dedication to the Children's System of Care. There aren't, however, a lot of children 0-5 going into foster care, so it isn't

behavioral health's fault that cannot increase. Some in this age group have been placed outside of the county, outside of the department's area of service. The department was only able to get to 13%, but not quite to the 15%.

The department now has a full clinical manager team. The department is still at 40% vacancy for direct service clinical positions. Staffing has been a big barrier for the department.

b. Child Family Teams: A new initiative has begun to build up the Child & Family Teams (CFT). The CFT is a youth and family team to plan, intervene, and monitor the child/family progress. The department had to start from scratch to build the program, beginning with policies and procedures. The services are high intensive services. A referral form also had to be created, and tracking system developed, and can be used either by FSP or QI. A CFT needs to meet every 90 days (quarterly)

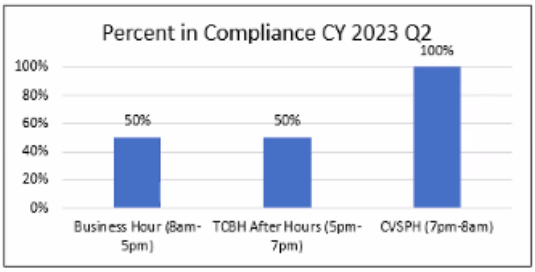
c. Test Calls: Test phone calls into the system are regularly made by Behavioral Health department analysts, who are tasked with completing the calls. This activity leads up to the Triennial Audit. A scenario is developed, the phone call is made, and result of call documented. There are six things that the caller is looking for:
    i. Language capability
    ii. Accessing medical necessity
    iii. Treating out of county urgent need
    iv. Beneficiary resolution (appeal of a NOA – notice of action)
    v. Questions about NOA-B, a notice of adverse benefit
    vi. Client under 21 (ie: "I have a child, can I obtain services for my child") – this is for EPSDT service – early periodic screening detection & treatment.

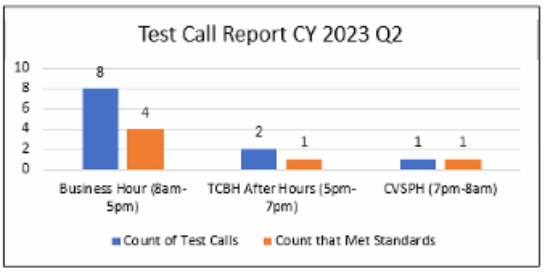
Calls must be answered in three rings. An access to care log is used to determine if things were logged correction. The department must monitor every call that comes into the department. After 8:00 pm., call roll over to an overnight vendor (It is a crisis line). The Test Call "End of Year" report for FY 22-23 were also presented.

Tuolumne County Behavioral Health Test Call Report

CY 2023 Q2

Test Call Report CY 2023 Q2			
	Business Hour (8am-5pm)	TCBH After Hours (5pm-7pm)	CVSPH (7pm-8am)
Count of Test Calls	8	2	1
Count that Met Standards	4	1	1
Percent in Compliance	50%	50%	100%





4. Key Announcements (if any)
    a. A copy of the Quality Assurance Performance Improvement (QAPI) Annual Update FY 22-23 is available on the department's webpage, as follows: https://www.tuolumnecounty.ca.gov/220/Behavioral-Health

5. Next Meeting Date: Monday, September 18, 2023, 10:00 a.m.

6. Attach Any Supporting materials (if any)