



RESOLUTION No. 23-538

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

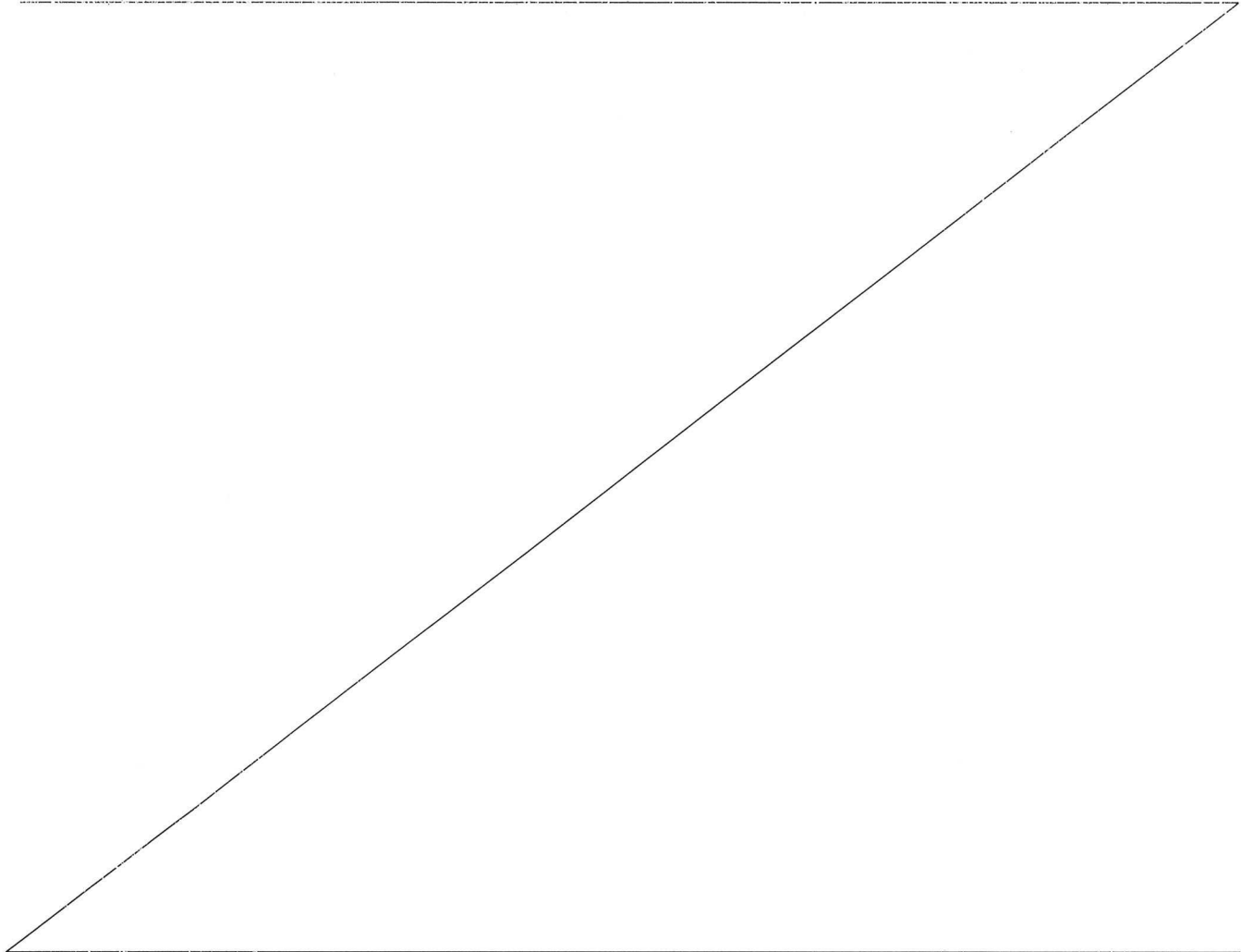
RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH THOMAS MILAM MD, INC. DBA IRIS TELEHEALTH MEDICAL GROUP FOR SERVICES INCLUDING PROVIDING A LICENSED CLINICIAN TO PROVIDE NEEDED MENTAL HEALTH, INTELLECTUAL DISABILITIES, AND SUBSTANCE ABUSE SERVICES IN THE MAXIMUM AMOUNT OF \$200,000 FOR THE CONTRACT TERM OF SEPTEMBER 1, 2023 THROUGH JUNE 30, 2024

WHEREAS, Iris Telehealth Medical Group dba Thomas Milam, MD provides telehealth therapist services targeted to children, youth and their caregivers; and

WHEREAS, this contract provides for delivery of State mandated mental health telehealth treatment services to children, youth, and their caregivers.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Contract by and between the County and Thomas Milam MD, Inc. dba Iris Telehealth Medical Group, pertaining to the provision of mental health treatment services via telehealth for qualified children and youth in the maximum contract price of \$200,000 for the contract term of September 1, 2023 through June 30, 2024, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account 1589-40104-493-1000/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 7th day of November, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

For
By: Heidi Hall, Deputy COB

Edward C. Scofield
Edward C. Scofield, Chair

Administering Agency: Nevada County Behavioral Health Department, Health and Human Services Agency

Contract No. _____

Contract Description: Provide specialty mental health telehealth therapy services to children, youth and their caregivers as referred and authorized by County's Behavioral Health Department.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of October 24, 2023 by and between the County of Nevada, ("County"), and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred Thousand Dollars (\$200,000).**
3. **Term** This Contract shall commence on September 1, 2023 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the

Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
22. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

23. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **ninety (90) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **ninety (90) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all

right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 23, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

32. Additional Contractor Responsibilities

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

33. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department		Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group	
Address:	988 McCourtney Road	Address	114 W 7th Street, Suite 900
City, St, Zip	Grass Valley, CA 95949	City, St, Zip	Austin, Texas 78701
Attn:	Cindy Morgan	Attn:	Eric Prickett
Email:	Cindy.Morgan@nevadacountyca.gov	Email:	Eric.Prickett@iristelehealth.com
Phone:	(530) 265-1779	Phone:	(816) 256-9284

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: ESV Date: 06/18/2024

Printed Name/Title: Honorable Edward Scofield, Chair, of the Board of Supervisors

By: Tine M, Chief Deputy COB
Tine M, Chief Deputy COB (Jun 19, 2024 16:52 PDT)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group

By: Tom Milam Date: 11/27/2023
Tom Milam (Nov 27, 2023 09:33 EST)

Name: Tom Milam

* Title: Chief Medical Officer

**If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

Exhibits

- Exhibit A: [Schedule of Services](#)
- Exhibit B: [Schedule of Charges and Payments](#)
- Exhibit C: [Insurance Requirements](#)
- Exhibit D: [Behavioral Health Provisions](#)
- Exhibit E: [Schedule of HIPAA Provisions](#)
- [Summary Page](#)

EXHIBIT A
SCHEDULE OF SERVICES
THOMAS MILAM MD, INC. D/B/A IRIS TELEHEALTH MEDICAL GROUP

Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group hereinafter referred to as “Contractor”, shall provide Mental Health Services to Nevada County’s Medi-Cal Beneficiaries and, if appropriate, EPSDT (Early and Periodic Screening, Diagnosis and Treatment) services for children who meet program criteria in accordance with the Scope of Work and contractor’s professional licensure. All services must be pre-authorized by Nevada County Behavioral Health (NCBH) Adult or Children’s Mental Health Access Team. Contractor agrees to abide by the Nevada County Mental Health Plan Provider Manual when rendering contracted services for the County of Nevada, Department of Behavioral Health, hereinafter referred to as “County”.

Scope of Work:

Iris Telehealth agrees to provide telehealth services for patients identified and scheduled by NCBH. Therapy appointments will be scheduled for sixty (60) minute sessions. For appointments with a Psychiatrist or Advanced Practice Nurse Practitioner, Child patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new NCBH child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the NCBH EMR system.

Additionally, NCBH may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually agreed upon fee. NCBH may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.

Once a Clinician is mutually agreed upon by NCBH and Contractor, a “Service Summary” in the form attached to Exhibit B hereto will be executed setting forth, among other things, the actual minimum number of hours to be billed for the Clinician per week, and the Clinician’s hourly rate and schedule.

INDEPENDENT CONTRACTOR: It is understood and agreed between the parties that the contractor is licensed and qualified in the business of providing services such as set forth herein. The contractor is therefore contracted by NCBH only for the purposes and for the extent set forth in this agreement, and the Contractor's relation to NCBH during the period(s) of services hereunder shall be that of an independent contractor. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans or benefits available to regular employees of NCBH (i.e. worker's compensation, unemployment insurance, social security, professional liability insurance).

SECTION 1 – Contractor Services

A) Description of Contract Mental Health Services:

1. Assessment / Evaluation - A formal assessment is typically completed by the NCBH Access Team using County’s Assessment form. However, if authorized, Contractor may be asked to perform the Assessment. The assessment is a face to face clinical analysis of the history and current status of the client’s mental, emotional or behavioral functioning; appraisal of the client’s community functioning in several areas including living situation, daily activities, social support systems, health status and diagnosis. Relevant cultural issues and history shall be included as appropriate to support diagnosis and treatment planning. The assessment includes completion of the Child and Adolescent Needs and Strengths (California

CANS 50) and Pediatric Symptoms Checklist (PSC-35). The assessment is completed using the County's Assessment Form and must contain a description of the presenting problem; psychiatric and medical history as they relate to the presenting problem; psychiatric symptoms present and in what context; current Mental Status Exam; 5-Axis Diagnosis based on the most recent Diagnostic and Statistical Manual of Mental Disorders. Contractor will complete reassessment at 12 months, and reassess every following 12 months that treatment is authorized. Contractor shall submit CANS and PSC-35 data for the prior month to County for entry into Electronic Health Record by the 15th of the month (for example, submit May outcomes by 15th of June) for required upload to state reporting system.

2. Plan Development – A service activity that consists of development of client plans, approval of plans and monitoring of a client's progress. This would be utilized when doing the treatment planning that occurs during the first session or when preparing the Outpatient Services Treatment Authorization Request Form. The treatment plan documentation should include diagnosis, psychiatric symptoms present and in what context, treatment goals to be addressed in therapy and planned strategies for treatment. When used in preparation of the Outpatient Services Treatment Request Form, documentation should include presenting problems, strategies employed during treatment, current status of psychiatric symptoms, goals and strategies planned if authorization continues and why additional treatment is necessary.

3. Therapy - (Individual / Family Therapy; Group) - Therapeutic face to face interventions which focus primarily on symptom reduction / improvement in functional abilities. This service activity may be delivered to a client or group of clients. If a group service is provided, there must be a minimum of 2 identified clients in attendance and no more than 10 identified clients per group session. Family Therapy would only be used when the identified client is present, and the treatment is directed toward the client's treatment goals.

Progress Notes are required for each session. Each note must include the Date of Service, Procedure Code, Location of Service and Duration (minutes) of Service. A group progress note must be written for each client attending the group session. All notes must be signed and the title /license of the Contractor must be included with the signature.

All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and Contractor toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur.

4. Collateral - Can be used for adults or children. Face to face contact with one or more significant support persons in the life of the client for the purpose of meeting the needs of the client in terms of achieving the goals of the client plan. Collateral may include consultation and training to assist support persons with better utilization of services for the client and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s). Progress notes are required as in Therapy.

5. EPSDT and Criteria – Nevada County has designated this Program to meet the needs of children who are Medi-Cal beneficiaries. Federal law requires that states provide medically necessary screening, mental health, vision, hearing and dental services to full scope Medi-Cal eligible beneficiaries under 21 years of age. Additionally, federal law mandates that any service a state is permitted to cover under Medicaid law that is medically necessary to correct or ameliorate a defect, physical and mental illness, or condition, must be provided to beneficiaries under 21 years of age. These federal requirements are collectively referred to as the Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT). To receive Mental Health services under this program the child must be an enrolled full scope Medi-Cal beneficiary and, except for

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Exhibit A

Professional Services Contract-HHSA – Schedule of Services

Assessment services, have a psychiatric diagnosis (from DSM -V). EPSDT services which Contractor may be authorized to provide include Assessment, Plan Development, Therapy and Collateral, as defined above.

B) Documenting Services:

Each service requires documentation which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and procedure code.

Contractor agrees to follow county format, using County forms and County Electronic Health Record. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided or within 10 business days per NCBH policy and procedure and should not exceed 10 minutes for every hour of service provided.

When a Contractor receives a Service Authorization, the Contractor must, with the client's involvement, develop a Treatment Plan. The contractor should use the County's Treatment Plan form and the plan should state the diagnosis, specific symptoms to be addressed, the interventions that will be utilized to address these problems and the goals of treatment.

Contractor will enter into County Electronic Health Record the initial assessment and treatment plan within 60 calendar days of client opening date. Contractor will enter into County Electronic Health Record the client reassessment and updated treatment plan within 15 calendar days of reauthorization.

Group Attendance - Contractor shall list all clients attending group on the Progress Note and monthly invoice each time a group session is held, identifying the clients, the group service by procedure code, date of service and length of group in minute increments including documentation time.

Client Assignment Form– In conjunction with the Assessment, the County's Access Team or the Contractor (if the Contractor performs the Assessment), shall complete the Client Assignment Form for every client who has had services authorized and shall submit a copy to the Contractor or County, as appropriate. Contractor shall complete the Client Assignment form upon closing of services to the client, as indicated on the form. The completed form shall be submitted to the County with the monthly invoice.

C) Referral and Authorization of Services:

County's Access Team shall interview potential clients to determine the need and type of services. County's Access Team shall then process and provide to Contractor a written authorization and referral packet. The referral packet shall include Registration Information; copy of the Assessment, if already completed; Episode Opening form; Release of Information; and, Authorization.

All services must be specifically authorized in advance by County's Access Team. The Team will notify the Contractor in writing of the type and quantity of services that have been authorized. It is the responsibility of the Contractor to track the authorization period and number of services provided to ensure provided services are authorized.

The authorization ends when either the number of authorized services or the authorized ending date has been reached.

D) Target Client Volume:

Contractor will serve a minimum of 20 county referral clients at any one time unless fewer than 20 are referred. Client volume will not exceed 24 clients at any one time.

E) Additional Contractor Responsibilities:

Contractor shall maintain license of: Licensed Marriage Family Therapist, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor or current Board of Behavioral Sciences registration as an Associate for one of these licenses. Contractor shall meet and maintain State Managed Care Credentialing standards. Contractor will maintain active certification to use CANS (Child and Adolescent Needs and Strengths).

Contractor must obtain written consent or documentation of verbal consent from the client for all services and Parental Consent for services provided to a child (ages 0 to 18). Any exception to the parental consent requirement shall be reviewed with County's Children's Program Manager who must review the exception prior to approval. Reasons for the exception and the decision shall be documented in the client's record by the Contractor.

Contractor shall request client to sign Releases of Information, as needed.

Contractor shall confer with Nevada County Behavioral Health Program manager(s)/and or designee for consultation, case planning and training on County's forms and requirements.

Contractor shall confer as needed or at minimum 1x per month with County's Quality Assurance Team to review Contractor's documentation. Contractor shall comply with County's findings regarding documentation and take necessary action to correct any deficiencies within the time frames established by the County's Quality Assurance Team.

Contractor shall offer regular hours of operation and communicate those hours to the County and to clients.

All counseling services shall be performed virtually. Vehicle use is expressly prohibited for business purposes under this Contract.

SECTION II - County Responsibilities:

The County's Behavioral Health Department shall provide an Access Team to review all requests for services and provide pre-authorization of services as determined medically necessary.

County's Behavioral Health Department shall provide a Quality Assurance Team who will: 1) inform Contractor of County's documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures; 2) provide training as needed; 3) review Contractor's documentation of authorized services, as needed; 4) submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames.

County will pay registration fee, in addition to up to 14 hours of contracted time for CANS training and certification/recertification, and provide web access information to Contractor for purposes of CANS certification/recertification.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
THOMAS MILAM MD, INC. D/B/A IRIS TELEHEALTH MEDICAL GROUP

Payment under the terms of this Agreement shall not exceed \$200,000 for the entire contract term of September 1, 2023 through June 30, 2024 for satisfactory performance of services as outlined in Exhibit “A” and as budgeted below:

CONTRACT PERIOD AND RENEWAL: The term of this Agreement shall commence as of the Effective Date, and shall continue for an initial period of one (1) year (the “Initial Term”). Thereafter, this Agreement shall automatically renew for additional consecutive one (1)-year terms (each a “Renewal Term”), unless either party notifies the other party in writing of its intention not to renew this Agreement at least ninety (90) days prior to the expiration date of the then current term.

COMPENSATION: Iris Telehealth will bill NCBH for services, which will occur for a minimum of forty (40) hours per week on a mutually agreed upon schedule for Therapy. Iris Telehealth will bill NCBH for services, which will occur for a minimum of twenty-five hours per week on a mutually agreed upon schedule for therapy. NCBH shall pay Iris Telehealth according to the terms of the fee/hourly rate schedule set forth on **Exhibit A** attached hereto and incorporated by reference herein.

The parties acknowledge and agree that on each January 1 during the term of this Agreement, the hourly rates set forth on Exhibit A shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to allow for cost of living adjustments and merit increases for the provider; provided that the applicable hourly rates shall be adjusted on the initial January 1 of the term of this Agreement only if Contractor has provided clinical services to NCBH’s patients for at least a one hundred eighty (180) day period.

NCBH agrees to pay the applicable hourly rate to Iris Telehealth during periods when the ability to provide the services hereunder are made impossible due to (a) electronic factors originating from NCBH’s location , including, but not limited to, telecommunications equipment failure and/or internet access interruption, or (b) a force majeure event (defined below) pursuant to which NCBH is unable to make the patient, telecommunication and/or internet access available for the provision of scheduled services by the Iris Telehealth clinician. Iris Telehealth agrees to not bill NCBH when the ability to provide the services hereunder are made impossible due to (a) electronic factors originating from Psychiatrist’s location, including, but not limited to, telecommunications equipment failure and/or internet access interruption, or (b) a force majeure event pursuant to which the Iris Telehealth clinician is unable to provide telehealth services from clinician’s location.

A “force majeure event” means any circumstance not reasonably within the control of the affected party, including but not limited to, any acts of nature, war, invasion, acts of foreign enemy hostilities (whether war be declared or not), public health emergency, pandemic, any strike and/or industrial dispute, work stoppage, embargo or ban, non-performance of suppliers, transportation delays or by any law, regulation or order.

Any time required by NCBH for “onboarding,” including, but not limited to, orientation and training in NCBH’s EMR, shall be billed at the same rate as services billed for that clinician.

NCBH agrees to pay the Contractor the following fees for services rendered under this Agreement:

Services Type	Hourly Rate*
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Telepsychiatry Services provided by an Adult Psychiatrist	\$232.00 – \$258.00 per hour
Telepsychiatry Services provided by a Child Psychiatrist	\$250.00 – \$320.00 per hour
Telepsychiatry Services provided by a Nurse Practitioner	\$145.00 – \$180.00 per hour
Teletherapy Services provided by a Licensed Therapist (LCSW) Specializing in Child and Family Therapy	\$105-\$120 per hour
Teletherapy Services provided by a Licensed Therapist (LCSW) Specializing in Adult	\$105-120 per hour
Teletherapy Services provided by a Licensed Professional Counselor (LPC) in Adult	\$98-\$112 per hour
Teletherapy Services provided by a Licensed Professional Counselor (LPC) in	\$98-\$112 per hour

*For a multi-lingual clinician and/or for “specialty providers”, an additional charge of \$10.00 per hour will be added to the rate. For supervision, an additional charge of \$20 per hour will be added to the rate.

LCSW Discount Structure:

LCSW Volume	Discount
3-9 LCSW/LPC’s	5% discount to all LCSW services once 3 rd clinician has begun providing services
10-19 LCSW/LPCs	7% discount to all LCSW services once 10 th clinician has begun providing services
20+ LCSWLPCs	9% discount to all LCSW services once 20 th clinician has begun providing services

County will pay registration fee, in addition to up to 5 hours of contracted time for CANS training and certification/recertification, and provide web access information to Contractor for purposes of CANS certification/recertification.

Notwithstanding the foregoing, Iris Telehealth may make market-based updates/adjustments to the rate schedule set forth on Exhibit A from time to time by providing NCBH with ninety (90) days’ prior written notice thereof. Any compensation in addition to compensation set forth herein would be made by mutual agreement between NCBH and the Contractor. Upon the final selection of the applicable clinician(s), Contractor will provide NCBH written notice of the applicable hourly rate(s) pursuant to a Service Summary.

The Contractor will submit a monthly invoice specifying dates and hours when services were rendered. Any additional compensation would be made by mutual agreement between NCBH and the Contractor.

BILLING AND PAYMENT

Contractor shall submit an invoice to County by the 20th of each month following the month services were rendered. Each invoice shall include:

- Dates/Month/hours of services rendered

- Cost of services rendered by clinician
- Billing period covered
- Contract Number assigned to the approved contract
- Unique invoice number for each invoice submitted
- Supporting documentation

Invoices are to be submitted to:

Via Mail:

Nevada County Behavioral Health
 Attention: Children’s Program Manager
 988 McCourtney Road
 Grass Valley, California 95949

Or Via Email:

Cindy.Morgan@nevadacountyca.gov; and
BH.Fiscal@nevadacountyca.gov

County shall review each billing for supporting documentation, dates of services, and costs of services as detailed previously. Should there be a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the Department.

BILLING AND PAYMENT EXCEPTION

EARLY TERMINATION OF SERVICES: In consideration for the Contractor’s time and costs in commencing the services hereunder, if this Agreement is terminated by NCBH, or NCBH otherwise ceases the use of Contractor’s services to its patients as contemplated hereunder, prior to the completion of the initial one (1) year term, NCBH will pay an early termination fee in the form of liquidated damages equal to the product of: (A) (i) the average hours of services per month provided by Contract during the term of the Agreement, multiplied by (ii) \$25.00 per hour, multiplied by (B) the number of full or partial months remaining in the initial one (1) year term, as reasonable compensation for the NCBH’s early termination, and not as a penalty. NCBH agrees to pay the early termination fee immediately upon notice of termination. If NCBH terminates with cause or pursuant to a Termination Event (defined below), this charge is not applicable.

EXHIBIT C
INSURANCE REQUIREMENTS
THOMAS MILAM MD, INC. D/B/A IRIS TELEHEALTH MEDICAL GROUP

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Workers' Compensation:** CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS' COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.
2. **Professional Liability (Errors and Omissions):** Insurance covering **medical malpractice** with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

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

Other Insurance Provisions:

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the

payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.

Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

**EXHIBIT D
BEHAVIORAL HEALTH PROVISIONS**

Certain programs will be subject to specific local, state, or federal requirements depending on their scope of services or work provided. Not all provisions below will apply to all behavioral health programs, so please be familiar with the ones your specific program is held to.

**EXHIBIT D
BEHAVIORAL HEALTH PROVISIONS**

Article 1. DEFINITIONS

1. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

2. BENEFICIARY OR CLIENT

“Beneficiary” or “client” mean the individual(s) receiving services.

3. DHCS

“DHCS” means the California Department of Health Care Services.

4. DIRECTOR

“Director” means the Director of the County Behavioral Health Department, unless otherwise specified.

Article 2. GENERAL PROVISIONS

A. Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change. Contractor shall notify County of a change of service location at least six months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

B. Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.

2. ENTIRE AGREEMENT

This Agreement, including all schedules, addenda, exhibits and attachments, contains the entire understanding of the Parties in regard to Contractor’s provision of the services specified in

Exhibit A (“Scope of Work”) and supersedes all prior representations in regard to the same subject matter, whether written or oral.

3. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

4. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

A. Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:

- 1) California Code of Regulations, Title 9;
- 2) California Code of Regulations, Title 22;
- 3) California Welfare and Institutions Code, Division 5;
- 4) United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
- 5) United States Code of Federal Regulations, Title 45;
- 6) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 7) Balanced Budget Act of 1997;
- 8) Health Insurance Portability and Accountability Act (HIPAA); and
- 9) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County’s, state or federal contracts governing client services.
- 10) Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- 11) For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and

<http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). Contractor shall check monthly and immediately report to the department if there is a change of status.

12) Dymally-Alatorre Bilingual Act:

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient number of bilingual persons in order to provide certain information and render certain services in a language other than English.

13) Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

B. In the event any law, regulation, or guidance referred to in subsection (A), above, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

Article 3. SERVICES AND ACCESS PROVISIONS

1. CERTIFICATION OF ELIGIBILITY

Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client’s eligibility for SMHS under Medi-Cal.

2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

A. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client’s presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

B. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary

meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

- I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- II. The client has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

- e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 - f. A suspected mental health disorder that has not yet been diagnosed.
 - g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:

- I. The client has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
- II. The client's condition as described in paragraph (I) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.

3. ADDITIONAL CLARIFICATIONS

A. Criteria

- I. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite

- I. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

4. MEDICAL NECESSITY

- A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time-of-service provision.
- B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

5. COORDINATION OF CARE

- A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional

center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

- B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
 - C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
 - D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
 - E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
6. CO-OCCURRING TREATMENT AND NO WRONG DOOR
- A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
 - B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 - I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
 - II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION

- A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.

- B. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- C. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- D. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- E. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

2. DOCUMENTATION REQUIREMENTS

- A. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- B. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
- C. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

3. ASSESSMENT

- A. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
- B. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
- C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall

complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

4. ICD-10

- A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
- C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

5. PROBLEM LIST

- A. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- B. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
- C. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
- D. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
- E. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

6. TREATMENT AND CARE PLANS

- A. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement (such as completion of ISSP's when applicable, TCM Care Plan, Peer plan of care, discharge plan of care, ICC care plan,

IHBS care plan, TFC care plan, TBS client care plan, STRTP treatment plan or other plans as identified in BHIN 22-019)

7. PROGRESS NOTES

- A. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
- B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
- D. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

8. TRANSITION OF CARE TOOL

- A. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
- B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.
- C. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

9. TELEHEALTH

- A. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

- B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT

1. MAINTENANCE OF RECORDS

- A. Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

2. ACCESS TO RECORDS

- A. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract
- B. Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

3. FEDERAL, STATE AND COUNTY AUDITS

A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING

A. Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a monthly basis. Contractor shall at County request participate in County annual or semi-annual verification of services process and provide resulting service verifications to County QA Department.

B. Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

5. CONFIDENTIALITY IN AUDIT PROCESS

A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

6. REASONS FOR RECOUPMENT

- A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
- B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - I. Identification of Fraud, Waste or Abuse as defined in federal regulation
 - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - b. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
 - II. Overpayment of Contractor by County due to errors in claiming or documentation.
 - III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
- C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. COOPERATION WITH AUDITS

- A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
- B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
- D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.2301(3)(i-iii).

Article 6. CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- A. Contractor shall inform Medi-Cal Beneficiaries of their rights regarding appeals and grievances.
 - B. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County’s Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
 - C. Contractor shall not discourage the filing of grievances and clients do not need to use the term “grievance” for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
 - D. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
 - E. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD. The Contractor must use the County approved NOABD forms.
 - F. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - G. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - H. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
2. Advanced Directives
- Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
3. Continuity of Care

Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Article 7. PROGRAM INTEGRITY

1. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

- A. Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- B. Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
- C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - I. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - II. A history of loss of license or felony convictions;
 - III. A history of loss or limitation of privileges or disciplinary activity;
 - IV. A lack of present illegal drug use; and
 - V. The application's accuracy and completeness
- E. Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.

- F. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
- G. Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.
- H. If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. SCREENING AND ENROLLMENT REQUIREMENTS

- A. County shall ensure that all Contractor providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
- B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor of up to 120 days but shall terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
- C. Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

- A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
 - I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.

- II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
 - III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
 - IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
 - V. Effective lines of communication between the Compliance Officer and the organization's employees.
 - VI. Enforcement of standards through well-publicized disciplinary guidelines.
 - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
 - VIII. The requirement for prompt reporting and repayment of any overpayments identified.
- B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
- I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
 - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
 - III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
 - IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

- C. Contractor shall implement written policies that provide detailed information about the False Claims Act (“Act”) and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
- E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
- F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County **within 30 calendar days** after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES

- A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
- B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)
- C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
 - I. Disclosure of 5% or More Ownership Interest:
 - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
 - b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

- c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
 - d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
- II. Disclosures Related to Business Transactions:
- a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)
- III. Disclosures Related to Persons Convicted of Crimes:
- a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
 - b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
- D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.
- E. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care

Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

6. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTH CARE PROGRAM

- A. Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.
- B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
 - I. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
 - II. www.sam.gov/portal/SAM - GSA Exclusions Extract
 - III. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
 - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
 - V. any other database required by DHCS or DHHS.
- C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
 - I. <https://www.ssdmf.com/> - Social Security Death Master File
- D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
- F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of

Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

- G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

Article 8. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

- A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - I. Surveying client/family satisfaction with the Contractor's services at least annually.
 - II. Evaluating client grievances, appeals and State Hearings at least annually.
 - III. Evaluating requests to change persons providing services at least annually.
 - IV. Informing the County and clients of the results of client/family satisfaction activities.
- D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-

up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

- F. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- G. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- H. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY

- A. The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
- B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
- C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.
- D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.

3. TIMELY ACCESS

- A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to

determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

B. Timely access standards include:

- I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
- II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
- III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
- IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
- V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
- VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

- A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:

- I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - II. They consider the needs of the clients;
 - III. They are adopted in consultation with contracting health care professionals; and
 - IV. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
- B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).
5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT(PAVE)
- A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS’ Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children’s Health Insurance Program (CHIP) Managed Care Final Rule.
 - B. SMHS licensed individuals required to enroll via the “Ordering, Referring and Prescribing” (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.
6. PHYSICIAN INCENTIVE PLAN
- If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).
7. REPORTING UNUSUAL OCCURRENCES
- A. Contractor shall report unusual occurrences to the Director and to the QA Department. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
 - B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Contractor will report UOR on County approved UOR/AIR form, Reports are to include the following elements:
 - I. Complete written description of event including outcome;

- II. Written report of Contractor's investigation and conclusions;
- III. List of persons directly involved and/or with direct knowledge of the event.
- C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

Article 10. ADDITIONAL FINAL RULE PROVISIONS

1. NON-DISCRIMINATION

- A. Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
- B. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

2. PHYSICAL ACCESSIBILITY

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

3. APPLICABLE FEES

- A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
- B. Contractor will perform eligibility and financial determinations, in accordance DIICS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
- C. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related

administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).

D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

4. CULTURAL COMPETENCE

Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

5. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

- I. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- II. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- III. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
- IV. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
- V. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

- a. The format is readily accessible;
- b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
- c. The information is provided in an electronic form which can be electronically retained and printed;
- d. The information is consistent with the content and language requirements of this agreement;
- e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

B. Language and Format

- I. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
- II. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- III. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
 - a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
- IV. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
- V. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

- I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
 - a. Guide to Medi-Cal Mental Health Services
 - b. County Beneficiary Handbook (BHIN 22-060)
 - c. Provider Directory
 - d. Advance Health Care Directive Form (required for adult clients only)
 - e. Notice of Language Assistance Services available upon request at no cost to the client
 - f. Language Taglines
 - g. Grievance/Appeal Process and Form
 - h. Notice of Privacy Practices
 - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- IV. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
- V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
- VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:
 - a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
 - b. Mails a printed copy of the information upon the client's request to the client's mailing address;

- c. Provides the information by email after obtaining the client's agreement to receive the information by email;
- d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
- e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

- I. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
- II. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- III. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.
- IV. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.. § 438.100.

Article 13. RIGHT TO MONITOR

- 1. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.
- 2. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees,

Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S.

Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

3. The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
4. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
5. County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
6. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription

files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

Article 14. SITE INSPECTION

1. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

IN WITNESS WHEREOF, the Board of Supervisors of County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

THOMAS MILAM MD, INC. D/B/A IRIS TELEHEALTH MEDICAL GROUP
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Description of Services: Provide specialty mental health telehealth therapy services to children, youth and their caregivers as referred and authorized by County’s Behavioral Health Department.
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SUMMARY OF MATERIAL TERMS

Max Annual Price: \$200,000
Contract Start Date: 9/1/2023 Contract End Date: 6/30/2024
Liquidated Damages: N/A

INSURANCE POLICIES

Professional Errors and Omissions (\$1,000,000)

FUNDING

1589-40104-493-1000 / 521520

LICENSES AND PREVAILING WAGES

Designate all required licenses: Licensed Clinical Social Worker or Licensed Marriage and Family Therapist

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department, Health and Human Services Agency		Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group	
Address:	988 McCourtney Road	Address	114 W 7th Street, Suite 900
City, St, Zip	Grass Valley, CA 95949	City, St, Zip	Austin, Texas 78701
Attn:	Cindy Morgan	Attn:	Eric Prickett
Email:	Cindy.Morgan@co.nevada.ca.us	Email:	Eric.Prickett@iristelehealth.com
Phone:	(530) 265-1779	Phone:	(816) 256-9284

Contractor is a: (check all that apply)					EDD Worksheet Required Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Corporation: <input checked="" type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	LLC <input type="checkbox"/>		Additional Terms & Conditions Included (Grant Specific) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Non- Profit: <input type="checkbox"/>	Corp. <input type="checkbox"/>				Subrecipient Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Partnership: <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>		
Person: <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass’n <input type="checkbox"/>	Other <input type="checkbox"/>		

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit D: Behavioral Health Provisions
Exhibit B: Schedule of Charges and Payments	Exhibit E: Schedule of HIPAA Provisions
Exhibit C: Insurance Requirements	

NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE
EMPLOYEES/CONTRACTORS**

POLICY:

The Nevada County Behavioral Health Department (“BHD”) will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.

An “Ineligible Person” is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

INSTRUCTIONS:

As a prospective employee or contractor with the BHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the BHD Director.

DECLARATION

I, _____ (name) on behalf of

____ myself, or

declare under penalty of perjury under the laws of the State of California that:

____ I am not, or

____ the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by BHD, I (or the entity I represent) become an Ineligible Person, I will notify the BHD Director immediately.

(Signature)

(Date)