



RESOLUTION No. 22-310

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH TURNING POINT COMMUNITY PROGRAMS, INC. FOR THE PROVISION OF ADULT ASSERTIVE COMMUNITY TREATMENT (AACT) PROGRAM, RESPITE, CASE MANAGEMENT, AND HOUSING SERVICES AS A COMPONENT OF THE COUNTY'S MENTAL HEALTH SERVICES ACT (MHSA) COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN IN THE MAXIMUM AMOUNT OF \$4,645,108 FOR FISCAL YEAR 2022/23

WHEREAS, Turning Point Community Programs, Inc. will continue to provide Adult Assertive Community Treatment Programs (AACT) as a component and consistent with Nevada County's approved Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan; and

WHEREAS, the Contractor's AACT Team model is a multi-disciplinary approach to providing community-based treatment, outreach, rehabilitation, and support services to individuals with serious mental illness, and the Team operates 24-hours, 365 days a year to provide flexible crisis intervention and wraparound services that are tailored to address each eligible participant's unique and changing needs; and

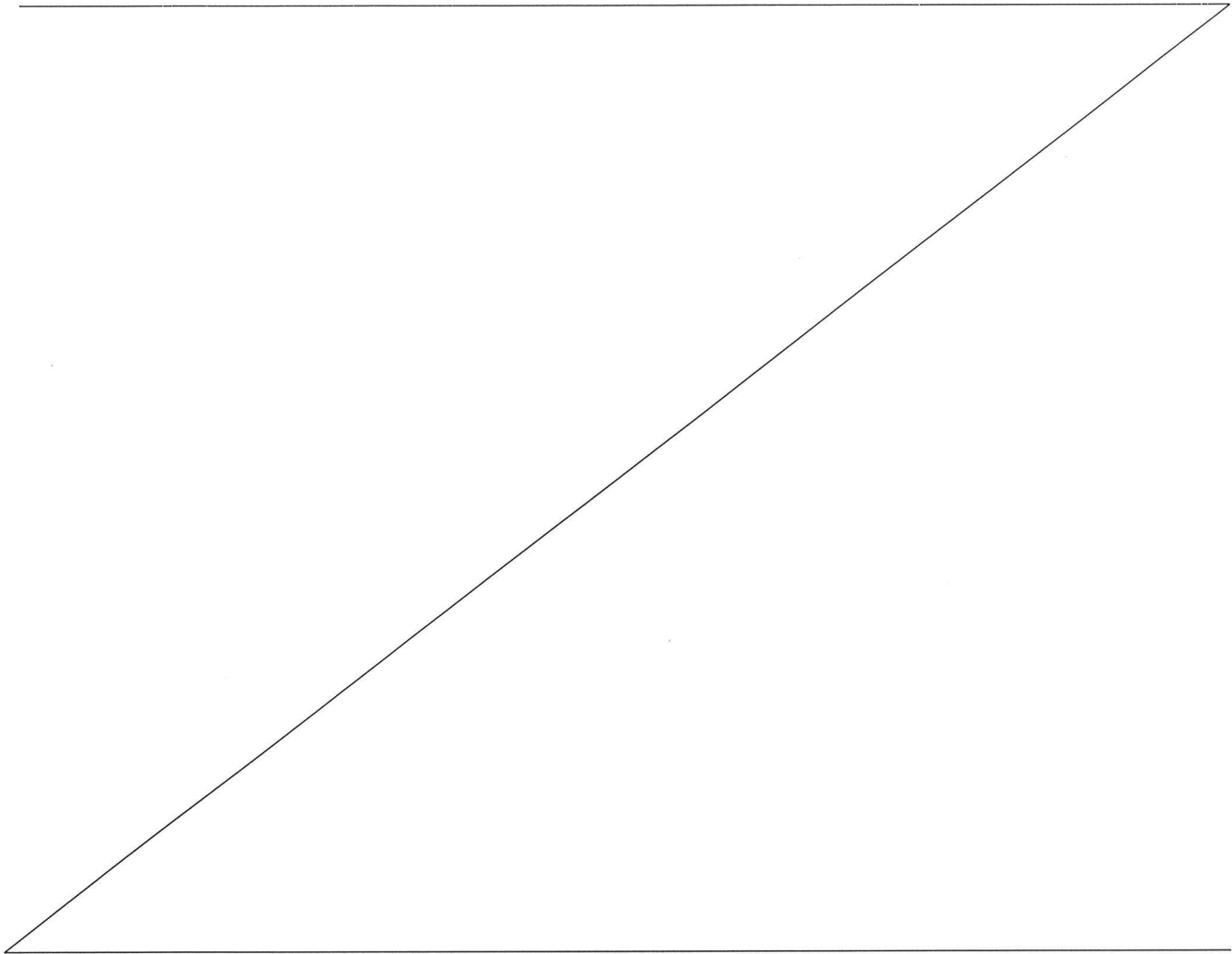
WHEREAS, the Contractor will continue to implement and monitor a Supportive Independent Living Program for Medi-Cal beneficiaries that serves a critical ongoing need for providing safe, supported housing in the least restrictive environment for appropriate clients; and

WHEREAS, the vision of Nevada County Behavioral Health is to build and support healthy futures in which people with a serious mental illness (SMI) are able to achieve health, wellness, and recovery through the development of integrated health care services and identification of a person-centered health care home; and

WHEREAS, Contractor will continue to operate the peer-led Insight Respite Center facility as an alternative to inpatient hospitalization for individuals experiencing a mental health crisis.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and Turning Point Community Programs, Inc. pertaining to the provision of: Adult Assertive Community Treatment (AACT) Program Services as a component of the County's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan; Supported Independent Living Program Services; and Integrated Health Care Services as part of the Integration Service Team (IST) for the term of July 1, 2022 through June 30, 2023 in the maximum amount of \$4,645,108 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the agreement on behalf of the County of Nevada. This contract is contingent upon the adoption of the Fiscal Year 2022/23 County Budget which is scheduled for adoption on June 28, 2022. The contract begins on July 1, 2022.

Funds to be disbursed from accounts: 1589-40110-493-8301/521520; 1589-40110-493-8301/521525; 1589-40105-493-7831/521520; 1512-40110-493-1000/521520.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2022, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

6/28/2022 cc: BH*
AC*(hold)

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

Contract No. 22-310

Contract Description: Provision of Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST).

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

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of June 28, 2022 by and between the County of Nevada, (“County”), and Turning Point Community Programs, INC. (“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 Four Million Six Hundred Thousand One Hundred Eight Dollars (\$4,645,108).**
3. **Term** This Contract shall commence on July 1, 2022. 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, 2023.
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 **thirty (30) 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 **thirty (30) 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 22, 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		Turning Point Community Programs, Inc	
Address:	500 Crown Point Circle, Suite 120	Address	10850 Gold Center Drive
City, St, Zip	Grass Valley, CA 959459	City, St, Zip	Rancho Cordova, CA 95670
Attn:	Cari Yardley	Attn:	Al Rowlett
Email:	Cari.Yardley@co.nevada.ca.us	Email:	AlRowlett@tpcp.org
Phone:	(530) 470-2559	Phone:	(916) 364-8395

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: *Susan Hoek* Date: 07/25/2022
Susan Hoek (Jul 25, 2022 15:55 PDT)

Printed Name/Title: Honorable Susan Hoek , Chair, of the Board of Supervisors

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

CONTRACTOR: Turning Point Community Programs, Inc.

By: *Al Rowlett* Date: 07/19/2022
Al Rowlett (Jul 19, 2022 12:07 PDT)

Name: Al Rowlett

* Title: Chief Executive Officer

By: *Colleen Peschel* Date: 07/25/2022
Colleen Peschel (Jul 25, 2022 14:21 PDT)

Name: Colleen Peschel

* Title: Secretary

****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**
- Exhibit G: Additional Funding Terms and Conditions**
- Summary Page**

EXHIBIT "A"
SCHEDULE OF SERVICES
Turning Point Community Programs, Inc.

Turning Point Community Programs, Inc., hereinafter referred to as "Contractor", shall provide Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST) for the Nevada County Behavioral Health hereinafter referred to as "County".

I. Providence Center

Clients Served: the ongoing caseload of qualified adults to be served under this agreement is **80**.

List of Services/Authorization responsibilities

- a. Mental Health Services
- b. Case Management, Brokerage
- c. Medication Support
- d. Crisis Intervention
- e. Non-Medi-Cal Jail Services
- f. MHSA Outreach and Engagement
- g. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

- a. Western Nevada County
- b. MHSA Assertive Community Treatment Team
- c. May be adults in ACT team or non-ACT team adults.
- d. Assisted Outpatient Treatment (AOT), Laura's Law
- e. Medi-Cal adults who are in process of stepping-down from ACT program and need a lower level of case management services.

Staffing

Contractor's program staffing is key for the delivery of services for the TPCP's Adult Assertive Community Treatment Program. Any proposed changes to the qualifications of the staff below, or significant changes being made for the duties and roles of these staff, need prior authorization by the designated Program Manager of the County. The staff shall include:

- Regional Director-Provides overall management of Respite, IST, Hospitality House, and other Turning Point programs in Nevada County. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.
- Program Director- Overall management of the program, including clinical oversight of services, management of budget, AOT, AACT services, and personnel. This position is also responsible for clinical oversight of services while ensuring that treatment to members includes adequate planning. Reviews assessment and treatment plans, authorizes services as permitted herein, and provides treatment staff training and clinical supervision as needed. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.

- Clinical QA Director- ensures that all chart documentation is in compliance with Medi-Cal documentation standards and HIPAA compliance. Training and auditing charts of staff will be carried on a regular basis, as well as when problems with documentation are discovered. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.
- Assessment Clinician-provides initial assessment of new clients, along with reassessments of ongoing clients. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.
- Office Manager - Schedules and oversees clerical staff in their day to day duties including processing of ingoing and outgoing mail, data entry, records maintenance, report preparation, etc. Reviews, maintains and processes petty cash, team funds, P & I, timecards, invoices and reimbursements with reporting and submission to Fiscal Department monthly including monthly reconciliation of accounts. Oversees preparation, review and dissemination a variety reports for submission both within the agency and to the County and other entities; for billing purposes, reconciliation of data, census and status updates, outcomes data and any other reportable data. Assists clinical director with HIPAA compliance and quality assurance.
- Administrative Coordinator - overall management of the office functions to support staff in service delivery. Scheduling of doctors' days, transcription, ensured charting standards and oversees the adherence to Medi-Cal service requirements. Monitors Medi-Cal coverage or coverage by other third-party payers for member services. Coordinates after hours scheduling of on-call response teams.
- Registered Nurse/ Licensed Psychiatric Technician or Licensed Vocational Nurse- Provides prescribed medical treatment and oversight to members with co-occurring medical conditions as well as staying abreast of member medication needs and disbursements. Team Leader - oversee all aspects of clinical services, as well as ensure that direct treatment staff provides appropriate responsive services. Responsible for administrative supervisions of direct treatment staff i.e. employee evaluations, properly prepared time sheets.
- Behavioral Health Specialist - ensures members' treatment needs are met. Coordinates services for up to ten (10) members. Facilitates the Community Support Team Meetings and also helps provide linkage to formal and informal supports. Completes charting, documentation and authorizations for treatment. Ensures members access to meet health needs. BHS also attends court hearings with the individual to advocate on the behalf of members, for mental health treatment, instead of jail time when appropriate. Outreach and advocacy also includes establishing positive relationships with public defender's office and attorneys. Develops housing resources in the community through linkage and partnerships. Assists members in locating and maintaining housing. Develops employment resources in the community through linkage and partnerships. Assists members with developing job skills needed for the careers they choose to explore. Assists members with locating job opportunities and provides support for the member's work experience.
 1. Court Liaison/CAADAC Counselor- stays in close communication with attorneys/judges, probation, law enforcement, Behavioral Health and any other parties involved in members' progress/status of case through the criminal justice system, including Mental Health Court. This position also provides CAADAC based, drug and alcohol counseling to clients referred from within the Providence Center program.

Program Services Team

A. MHSA Adult Assertive Community Treatment (AACT) Team

Program Overview MHSA AACT—Contractor shall provide Adult Assertive Community Treatment Program Services as a Full Service Partnership (FSP) consistent with Nevada County’s approved MHSA Community Services and Supports (CSS) Plan. This program shall target adults, transition age youth, and seniors. Members of full service partnerships will receive specialized, individualized, intensive services and supports. Outreach and Engagement Services will be provided to the unserved and underserved individuals, including the homeless, incarcerated, and other unserved individuals to ensure participation in mental health service opportunities.

When individuals do not receive needed mental health services, the negative consequences can spread a wave of disconnect and destruction throughout families and communities. The goal of AACT Program services is to decrease the negative impact of mental illness by providing a range of treatment options within Nevada County that respects an individual’s cultural needs and includes family participation, whenever possible, in planning and decision-making.

Target Population MHSA AACT

The target population the Contractor will serve consists of individuals over the age of 18 with severe mental illness (SMI) in accordance with Welfare and Institutions Code (W& I) Code Section 5600.3. To qualify for MHSA AACT services, the severe mental illness must be causing behavioral functioning that interferes substantially with areas specified in this regulation. This section further states that to qualify for services, a person must have a mental disorder as identified in the most recent edition of the DSM-V and ICD-10. Individuals with Medi-Cal eligibility will meet medical necessity standards identified in the California Code of Regulations, Title 9, Section 1830.205, and Medical Necessity Criteria for Specialty Mental Health Plan Reimbursement of Specialty Mental Health Services.

Welfare and Institutions Code Section 5878.1(b) specifies that MHSA services will be provided to adults and older adults. Transition age youth age 16-25 may also be served under W&I Code Section 5865.1.

Services would focus on the individual/family, use a strength-based approach, and include multi-agency programs and joint planning. These individuals as the result of their mental health diagnosis are:

- a. At serious risk of, or have a history of, psychiatric hospitalization, residential care, or out of home placement.
- b. Adults who are homeless or at risk of being homeless.
- c. At risk of fragmenting or being displaced from their families.
- d. In danger of experiencing job failure or loss of income required for basic needs such as food, shelter, and clothing.
- e. At risk of involvement or currently involved in the criminal justice system.
- f. Inability to provide for basic medical needs.
- g. The desired ratio of providers to members should not exceed 1:10.

Comprehensive Program Description: Contractor shall incorporate community collaboration, cultural competence, client/family driven services, a focus on wellness, and integrated services under this Agreement.

Like many of Turning Point Community Programs (TPCP) existing programs in other counties, the Nevada County AACT will be built upon the central principles of the Assertive Community Treatment (ACT) model: multi-disciplinary team direct provision of community-based psychiatric treatment, assertive outreach, rehabilitation and support services to the population with serious mental illness that also has co-occurring problems or multiple hospitalizations.

TPCP's AACT Team will operate 24-hours, 365 days per year in providing flexible crisis intervention and wraparound services. Both individuals and groups services are designed for TAY (transitional age youth), adults, older adults and their families to form partnerships with TPCP staff as individuals seek to realize their full potential as people and members of a community. Services shall include, but are not limited to: peer support, therapy, housing assistance, job development skills/assistance, psychiatric services, medication support, outreach, and linkage to other community supports, substance abuse treatment, and assistance in supporting other health and life needs.

B. Forensic Services

Mental Health Court AACT will provide services to Mental Health Court clients, which are assigned by the County. Mental Health Court is an alternative court that places legal mandates, as part of formal probation, on individuals needing mental health services. The mental health court treatment team includes members from County Behavioral Health, Probation, District Attorney's, and Public defender offices, and AACT. The aim of this program is to prevent criminal recidivism by ensuring and monitoring the treatment of mental health clients, consulting with multiple agencies involved in care, via regular team meeting and court proceedings to make needed adjustments to treatment.

The AACT representative will attend all Mental Health Court team meetings, steering committee meetings, and provide regular treatment summaries, recommendations, and consultation to mental health court by attending and actively participating in the court proceedings.

All services provided under this Agreement shall focus on rapid disposition and early release of adult offenders from custody or incarceration. Services will be provided in jail until the member is released. Jail discharge planning will be implemented for those inmates meeting AACT criteria and will include dispositional recommendations, assessment, case management, referral and linkage to appropriate treatment resources.

C. Assisted Outpatient Treatment (Laura's Law)

The AACT program will receive referrals by the County for Assisted Outpatient Treatment, and follow criteria, assessment, and legal proceedings per Welfare and Institutions Code 5345-5349.5. AOT is a program mandated by the Board of Supervisors to prevent mentally ill adult individuals from harming themselves and others by court ordering potentially effective mental health treatment on individuals refusing mental health services, particularly the use of psychiatric medication.

The AACT representative for AOT will be a licensed clinician, attend all court proceedings,

and keep the County Director or his/her designee current on the clinical and legal aspects of AOT clients, and consult with the County Director or his/her designee when necessary. The AACT representative for AOT will attend all AOT steering committees, as well.

D. Outpatient Services:

Clients who receive on average less than four hours of services per month, or who are expected to be receiving this level of service, will be either transitioned outside of Turning Point to other services in the community, including Behavioral Health, or to the Outpatient unit of the Providence Center. The Outpatient services will be a noticeably reduced level of services as compared to the services provided by the AACT programs. Often the clients will see the psychiatrist at less frequent rates compared to the services in AACT and they will need minimal service coordination, including less than one contact by a service or care coordinator per month.

Authorization of AACT:

- a. All planned (non-emergency) services must be pre-authorized. Services may be authorized by County licensed staff or by Contractor's licensed staff as permitted herein. Contractor will designate a licensed team member as the Utilization Review Coordinator ("URC") who will make authorization decisions for services rendered by Contractor. The County URC will oversee all service authorizations that have not been delegated to Contractor herein. Further, the County may review, and change authorization decisions made by Contractor and has ultimate authority in this area.
- b. To authorize a service, the URC must review the Assessment, Medical Necessity determination and Client Plan (if available) and conclude that medical necessity for outpatient Mental Health Services exists. The URC must also follow other County guidelines regarding Authorization of Services. The URC or designee must enter all service authorizations into a data base which shows the authorization expiration date and the URC shall be responsible for insuring that all services are pre-authorized. In conjunction with the billing of services, Contractor shall confirm on the billing statement that all services billed have been properly authorized in accord with these requirements.

Overall Structure of all AACT Teams shall include:

Services will be provided 24/7 - 365 days a year response with smaller caseloads (1:10) and follow the Recovery principles of strength-based and client driven

Treatment shall include:

- Assessments- each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of diagnosis and treatment.
- Staff shall work closely with each client to develop a safe and trusting professional relationship.
- Psychopharmacologic treatment, including new atypical antipsychotic and antidepressant medications
- Individual supportive therapy
- Crisis Intervention
- Hospitalization- Contractor will require pre-authorization from the County's

Behavioral Health Department to place a member in acute inpatient, long-term residential (IMD, SNF), or psychiatric board and care facility.

- Substance abuse treatment, including group therapy (for members with a dual diagnosis of substance abuse and mental illness). Clients shall have access to specialized groups such as Alcoholics Anonymous, Narcotics Anonymous and dual diagnosis groups that employ the “harm reduction model.”
- Continuum of Care- as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

Rehabilitation:

- Behaviorally oriented skill teaching (supportive and cognitive-behavioral therapy), including structuring time and handling activities of daily living
- Supported employment, both paid and volunteer work
- Support for resuming or continuing education
- Individual and Group Therapy

Support Services:

- Support, education, and skill teaching to family members
- Collaboration with families and assistance to members with children
- Direct support to help members obtain legal and advocacy services, financial support, supported housing, money management services, and transportation.

Recovery Principles:

Represents a practical approach to providing psychiatric services for people recently deinstitutionalized (release from a locked facility) within the parameters of some specific principles. These include, but are not limited to:

- Individuals participate in the decisions that affect their lives.
- Individuals have real input into how their services are provided.
- Eliminate service delivery methods that are confusing and fragmented.
- Prioritize resources and services for individuals.
- Emphasize and utilize the self-help model.
- Hire clients so that they can provide services at all levels of the agency.

Special attention will be provided to the outreach and engagement of the County’s Latino population, and the outreach and provision to the more remote and underserved areas of the County which may include Truckee

The Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services, justice system, substance abuse providers, attorneys, drug courts, social services, and other agencies or providers that may be involved in the member’s treatment and recovery needs

Housing Services

TPCP’s program in Nevada County will also focus on providing individuals with access to an

array of community-based housing options designed to meet the needs of each person. Contractor shall work to create housing collaborations similar to alliances TPCP has in other counties, including master leases with property management companies, payment of rent/responding to intervention requests at various apartments, and knowledge of resources necessary to home and apartment maintenance. In addition, TPCP will work to become familiar with Housing Authority locations and personnel through assisting members with submitting applications for federal subsidies. TPCP will effectively implement the following housing support strategies with and on behalf of the individuals they are serving under this Agreement: Assist in obtaining federal housing subsidies as available training in skills necessary to maintain acquired housing. Contractor shall assure timely linkage with utility resources as needed on behalf of individuals; payment of rental and utility obligations; repair of individual's housing when needed; and clean-up of housing after individual's move-out.

II. Permanent Supportive Housing

Contractor, in conjunction with Behavioral Health staff, shall implement and monitor a specific treatment and permanent supportive housing program for providing services to Medi-Cal beneficiaries living in two homes owned by Nevada County Housing Development Corporation. These homes will house up to 12 clients combined at any given time. The Contractor will implement and monitor an Independent Living Program Component for clients residing in the house.

CONTRACTOR RESPONSIBILITIES:

- A. The contractor will provide the following:
Rehabilitative Mental Health Services
Case Management Brokerage
Night and Weekend Supervision

In addition, the Contractor shall provide services for Independent Living Program described below in section C.

- B. Staffing Plan, Qualifications, and Duties:
- a. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, including holidays. All staff shall possess a valid California Driver's license.
 - b. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff shall meet productivity standard of at least 25% of their time with clients in waking hours is billable.
 - c. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
 - d. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, the County shall communicate any service or employee deficiencies to Contractor. All services provided under this contract shall be documented in accordance

with Short/Doyle Medi-Cal and Managed Care.

- e. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
- f. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- a. All staff shall receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:

Basic knowledge of mental disorders; Counseling skills; Motivational Interviewing; Recovery philosophy and services; Understanding Schizophrenia; Understanding Depression; Working with the multiple diagnosed individual; Principles of Substance Abuse; Medication usage; Working with individuals that have a severe personality disorder; Communication skills; Therapeutic exercises; Leisure time usage; Handling suicide threats or actions; Crisis management; Discharge planning; Knowledge of community services and resources; Principles of good nutrition including: Proper food preparation and storage, and Menu planning

C. The Contractor shall provide the following Independent Living Program services:

- a. Structured day and evening services available seven (7) days a week that include, but not limited to, Rehabilitative Mental Health Services, Case Management Brokerage, and Night and Weekend Supervision
- b. Assistance in daily living skills, including food preparation, grooming, and completion of individual assigned and group house chores for all Turning Point clients.
- c. Monitoring for specific services, related to supporting Turning Point Clients, for recreational, social, and therapeutic activities.
- d. Assist individuals in developing skills necessary to maintain independent living environment, including a safe and clean environment, and budgeting their financial resources to provide nutritious food.
- e. The development of community support systems for clients to maximize their utilization of non-mental health community resources.

- f. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program.
- g. Use of the house environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.
- h. Residents will generally be expected to have attained sufficient knowledge of the need for medications, and will take medications delivered by the contractor, when necessary.
- i. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the house.
- j. Meet with County Program Manager or Designee at least monthly, and sometimes sooner if necessary given a unique situation, as part of placement team to review client's moving into home, including selection criteria met, proposed treatment plan, and likelihood of success of proposed clients, and monitoring current client success and modifications to treatment plans of these clients would also be discussed.
- k. Comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The Contractor shall comply with applicable laws, regulations and State policies relating to patients' rights.
- l. Work with county to develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

D. General Criteria for all Placements:

- a. No individual shall be accepted for any type of placement unless individual has been admitted to County's Adult System of Care Program and authorized by the Placement Team and County Program Manager or Designee.
- b. All proposed clients shall be reviewed by placement team consisting of the Contractor staff and County staff, and placement must be approved by the Program Manager or Designee of the County. All clients accepted into the program will be monitored by the placement committee to determine if the client continues to clinically need this intensive level of supervision. If a client no longer meets this criterion, as determined by the County Program Manager or his/her designee, then the client will be encouraged to find a lower level of care. If a client does not agree to move then possible notice of eviction, when permissible under federal and state (e.g., MHSA) housing guidelines, may be given.
- c. No individual shall be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.
- d. All individuals accepted for residency shall be free of any communicable disease.

COUNTY RESPONSIBILITIES:

The County shall:

- A.** Participate and lead placement team meetings to authorize clients placed in the home, as well as coordinate with Contractor staff to determine client needs and program functioning, and any modifications to treatment plans necessary for non-contractor clients and Turning Point clients.
- B.** Provide full range of services and support to non-contractor clients, including Treatment Plan development and monitoring for specific services, related to supporting clients, for planned, as well as unplanned, vocational, recreational, social, and therapeutic activities.
- C.** Arrange appointment with Contractor to allow prospective referral of non-contractor client an opportunity to visit home prior to placement.
- D.** Make available all pertinent data and records for review.
- E.** With reasonable notice, the County shall do a Program Review, which shall include evaluation of:
 - i.** Cost effectiveness
 - ii.** Program's ability to meet individual client's treatment goals and objectives
 - iii.** Follow-up of appropriateness of client's placement outside of transition home
 - iv.** Analysis of impact on out-of-county placements and acute care costs
 - v.** Review of personnel records to assure compliance with Title 9

III. Hospitality House Shelter Case Manager

The Contractor, in conjunction with Behavioral Health and Hospitality House staff, shall implement and monitor the delivery of mental health services to clients of the Hospitality House shelter, rapid re-rehousing and outreach program. One 1.0 FTE Shelter Case Manager will be responsible for assisting Hospitality House clients in meeting their expressed mental health- related goals, which may include specific assistance with medication management, housing, counseling, medical services, counseling, support, brokerage for other needed services, and advocacy. The Shelter Case Manager works directly under the supervision and direction of a Hospitality House Supervisor or Program Manager and Turning Point management.

- A.** The contractor will provide the following:
 - 1.** Rehabilitative Mental Health Services
 - 2.** Case Management Brokerage
 - 3.** Coordination and assistances with Hospitality House staff in a team approach to meet the individual needs of shelter, rapid re-rehousing and outreach clients with mental illness.
- B.** Staff Plan, Qualifications, and Duties:
 - 1.** One 1.0 FTE case manager will work a five days per week at the Hospitality House shelter and outreach program.
 - 2.** Requirements:
(MHRS)
 - Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services is preferred. Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience in a behavioral health setting would also qualify as an MHRS.

3. Minimum Requirements:

(MHWIII)

- Four years of FTE direct care experience in a behavioral health related field providing behavioral health services; and a certificate of completion from the County Core Skills Training.
- OR
- Two (2) years of FTE direct care experience in a behavioral health related field providing behavioral health services; and two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a behavioral health related subject area such as child development, social work,, human behavior, rehabilitation, psychology, or alcohol and drug counseling; and a certification of completion from the County Core Skills Training.

(MHWII)

- Two (2) years of FTE experience in the behavioral health related field providing direct behavioral health services; and a certificate of completion form the County Core Skills Training. There is no educational requirement.

4. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles
5. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies, work effectively under stress and conflict, and have appropriate judgment and decision-making.
6. Duties of the staff shall be:
 - "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
 - Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
 - Carrying a client caseload of approximately 30 clients, creating client case plans with major client input, as well as monitoring client progress with plan activities.
 - Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
 - Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
 - Locate available housing, negotiate with landlords, and assist clients with rental applications and interpreting lease/rental agreements, and develop and maintain positive relationships with local area landlords and property

- managers and develop and update a housing resource directory.
- Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
- Transport clients to necessary meetings and appointments using his/ her personal vehicle.
- Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive service can continue for 18 months from the time the individual is housed.

C. Evaluation: Data to be Collected and Reported

1. Contractor shall submit a quarterly Exhibit 6 report to the Nevada County Behavioral Health Department. This report shall be submitted by service category for each approved CSS program. The report shall include the following:
 - The unduplicated Target number of individuals/participants to be served in each reporting quarter. The Targeted number of Annual unduplicated individuals to be served is: **60**.
 - The unduplicated Actual number of individuals/participants that were served in each reporting quarter, and the Actual unduplicated number of individuals served Annually.
 - The Exhibit 6 Report shall be submitted no later than 30 days following the end of each reporting quarter. Reports are due: November 1, February 1, May 1, and the annual Exhibit 6 is due August 1.
2. Contractor shall submit the Annual number of individuals served/demographic data to the Nevada County Behavioral Health Department within 30 days of the end of the Fiscal Year (August 1). Template to be provided by Nevada County Behavioral Health
3. Contractor shall submit an Annual Progress Report within 30 days of the end of the Fiscal Year (August 1). Template to be provided by Nevada County Behavioral Health. This report should include, but not be limited to the following:
 - a. Within the Evaluation section of the Annual Progress Report, the contractor shall report on the annual number of referrals to community supports and mental health treatment, summarized by the kind of treatment to which the individuals were referred.
 - b. Within the Evaluation section of the Annual Progress Report, the contractor shall report summary details of how they scored during fiscal year 2020/21 on each of their Performance Goals (listed below) and if they goal was not met, why.
4. Any MHSA Progress or Evaluation report that is required, and/or may be requested by the County; including any backup data to verify reported information. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA CSS regulations pertaining to data reporting.

D. Performance Goals

1. Provide case management services to approximately 60 individuals/families
2. Ninety percent of program participants maintain their permanent housing or improve their housing situation.
3. Program participants receive the services and benefits that they need to obtain or maintain permanent housing or to be able to be a successful shelter guest. Ninety percent of program participants have identified at

least one service or benefit that they need and has received that service or benefit.

4. Ninety percent of program participants show a decrease in prolonged suffering from mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functional.
5. Ninety percent of program participants show a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.
6. Seventy percent of referrals provided to program participants are followed up on by the program participant.
7. Ninety percent of mental health referrals provided to program participants are followed up on by the program participant.

IV. Contracted TP Staff Working Onsite at Behavioral Health

Mental Health Therapist:

The Mental Health Therapist must possess a master's degree at minimum and be licensed, or license eligible with the Board of Behavioral Sciences or the Board of Psychology and a registered intern or psychological assistant. Functions will include supporting the intake process for Adult Behavioral Health, individual therapy with adult clients, participating in treatment planning, and other duties as needed.

Staff shall provide services that are:

- Utilizing a holistic approach- services will be designed to support the whole person can attain the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of "at home" and "out of trouble: through personal responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensuring services will be culturally competent and culturally responsive.

Training

All staff will receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow basic knowledge of mental disorders counseling skills:

- Motivational Interviewing Recovery philosophy and services Understanding Schizophrenia Understanding Depression
- Working with the multiple diagnosed individual Principles of Substance Abuse
- Medication usage
- Working with individuals that have a severe personality disorder Communication skills
- Therapeutic exercises Leisure time usage
- Handling suicide threats or actions Crisis management

- Discharge planning
- Knowledge of community services and resources
- Principles of good nutrition including:
- Proper food preparation and storage Menu planning

Other Staff Requirements

1. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
2. All shall meet Medi-Cal requirements for billing Medication Services, Rehabilitative, and other Mental Health Services and bill for services that meet Medi-Cal standards
3. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor.
4. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.
5. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
6. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.
The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
7. All staff shall be trained and provide services, based on the evidence-based practices.
8. During periodic time off, the duties of these staff will not be required to be covered by other TP staff in Providence Center or Catherine Lane programs. Extended FMLA or other longer term leave coverage would require coverage of the staff's duties.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor should contact County

contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

Medi-Cal Certification and Goals

Contractor shall maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

Medi-Cal Performance Measurement Goals:

Contractor shall maintain productivity standards sufficient to generate revenue as specified in contract.

Objective a: 90% of all clients being served as being Medi-Cal eligible.

Objective b: Service Coordinators will have at least an overall 70% productivity, except by the Service Coordinator providing linkage/liason services with the local hospital, jail, and homeless shelter. These linkage services will be utilized as productive to determine if the staff is providing 70% of his/her time related to direct services.

Objective c: Contractor shall have less than 5% denial rate for all billed and audited services.

Objective d: Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.

Objective e: Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

Documentation

Assessment, Client Plan, Progress Notes, and Treatment Plans—will be prepared and maintained in accordance with County procedures as well as state and federal requirements and submitted by Contractor to County upon request. For services which must be authorized by County, Contractor shall submit Request for Authorization and other required documentation prior to rendering such services. County or County designee will review for authorization and communicate in writing or by E-mail the results within 5 calendar days to the provider, in accordance with applicable regulations.

Contractor's Reporting Responsibilities

- Maintain a system that provides required data in compliance with MHSA and Medi-Cal reporting requirements.
- Contractor shall attend MHSA Innovation Subcommittee Meeting and MHSA Steering Committee Meetings.
- Comply and cooperate with County for any data/ statistical information that related to services that are required to meet mandated reporting requirements, including reporting data

for the federal grant.

- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.

COUNTY RESPONSIBILITIES:

The County shall:

1. Provide direct oversight of the daily operation of Turning Point staff working in the Behavioral Health department by the Supervisor, and administratively by the Program Manager, providing direction and feedback in how to provide outpatient treatment to clients at Behavioral Health
2. In collaboration with the Contractor choose specific evidenced, based trainings.
3. The County will provide feedback on job performance evaluations, and in other situations requiring immediate feedback, by collaborating with TP management staff administratively supervising these employees.
4. With reasonable notice, the County shall do a Program Review, which shall include evaluation of cost effectiveness and the program's ability to meet individual client's treatment goals and objectives

V. Homeless Outreach and Medical Engagement (HOME) Enhanced Care Management (ECM) Team

The Contractor, in conjunction with Behavioral Health, shall provide for the delivery of peer support services to clients experiencing chronic homelessness as identified by the NCBH Enhanced Care Management (ECM) team. The equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) with lived experience of homelessness will participate in outreach and engagement efforts and offer personal experience to assist with relationship building and linkage to treatment. The Peer Specialist works directly under the supervision and direction of a Health and Human Services Program Manager and Turning Point management.

A. The contractor will provide the following:

1. Rehabilitative Mental Health Services
2. Case Management Brokerage
3. Coordination and assistance with ECM Team in a team approach to meet the individual needs of identified clients.

B. Staff Plan, Qualifications, and Duties:

1. Equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) will work five days per week, collocated with other members of ECM team.
 - i. The Peer Specialist will have lived experience of homelessness. The Peer Specialist will have completed a peer certification course approved by the County. WRAP (Wellness Recovery Action Plan) Certification is preferred

and/or may be offered to the Peer Specialist post-hire.

C. Duties of the staff shall be:

“On-the-spot” peer counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.

1. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
2. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
3. Contributing to specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
4. Transport clients to necessary meetings and appointments using his/ her personal vehicle.
5. Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive services can continue for 18 months from the time the individual is housed.

D. Evaluation: Data to be Collected

1. Mental Health Services Act (MHSA) Innovation (INN) Demographic information
2. Number of referrals to community supports and mental health treatment, and kind of treatment to which person was referred.
3. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
4. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.

E. Reporting Requirements and Timelines

1. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
2. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA INN reporting guidelines

VI. Proposition 47 Grant

The Contractor, in conjunction with Behavioral Health and Public Defender staff, shall implement and monitor the delivery of mental health services and case management services to clients with criminal justice involvement and mental health and/or substance use disorder needs as identified by the Public Defender's Office. One 1.0 FTE Personal Service Coordinator (PSC) will be responsible for assisting identified clients in meeting their expressed mental health-related goals, as well as their substance use disorder treatment goals, which may include specific assistance with medication management, benefit linkage, housing, counseling, medical services, support, brokerage for other needed services, and advocacy. Specifically, the PSC will focus on mental health diversion and other forensic activities, such as assisting clients with court proceedings and court navigation. Other examples include but are not limited to engaging clients while in jail, connecting clients to resources and treatment, and gathering documentation as directed by the judge (i.e. treatment plan, summary of progress, etc). The PSC will work under the supervision and direction of a Behavioral Health designee, Public Defender, and Turning Point management.

A. The contractor will provide the following:

1. Rehabilitative Mental Health Services
2. Case Management Brokerage
3. Coordination and assistances with HOME Team as needed.

B. Staff Plan, Qualifications, and Duties:

1. One 1.0 FTE Personal Services Coordinator will work five days per week collocated with the Public Defender's Office. Qualifications to include:

2. Requirements: (MHRS)

- Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services is preferred. Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience in a behavioral health setting would also qualify as an MHRS.

(MHWIII)

- Four years of FTE direct care experience in a behavioral health related field providing behavioral health services; and a certificate of completion from the County Core Skills Training.

OR

- Two (2) years of FTE direct care experience in a behavioral health related field providing behavioral health services; and two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a behavioral health related subject area such as child development, social work,, human behavior, rehabilitation, psychology, or alcohol and drug counseling; and a certification of completion from the County Core Skills Training.

(MHWII)

- Two (2) years of FTE experience in the behavioral health related field providing direct behavioral health services; and a certificate of completion

form the County Core Skills Training. There is no educational requirement.

3. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles
4. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies, work effectively under stress and conflict, and have appropriate judgment and decision-making.

C. Duties of the staff shall be:

1. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
2. Maintaining all client records and complete required documentation and data entry (e.g., HMIS, Defender by Karpel), including progress notes, activity reports, and logs.
3. Advocating for clients in all areas of treatment, including court advocacy, mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
4. Coordinate mental health assessments, gather documents necessary for mental health diversion court proceedings including signed treatment plans and progress summaries.
5. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
6. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
7. Transport clients to necessary meetings and appointments using their personal vehicle.

D. Rental Assistance and Flexible Funding

Flexible housing assistance and Flexible Funds are available to those experiencing chronic homelessness who have been identified as "chronic re-offenders" with high rates of recidivism or criminal justice involvement. This includes first and last month's rent, deposit, landlord mitigation (i.e. double deposit, fix damages to the units, offset eviction costs, etc.), time-limited hotel/motel stays when tied to a housing plan, bus passes, car/bike maintenance, hygiene goods, and food vouchers.

E. Evaluation: Data to be Collected

1. Number of individuals receiving case management at the Public Defender's Office.
2. Number of individuals receiving case management who are experiencing

- homelessness, and linkages to housing.
 - 3. Linkages and referrals to mental health services and benefits (Medi-Cal, CalFresh, SSI/SSDI, etc).
 - 4. Number of individuals receiving case management who are successfully diverted into Mental Health Diversion program, Mental Health Court, Drug Court, or other diversion program, including number who successfully completed said diversion program.
- F. Other data as needed for grant compliance, providing Turning Point with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract. Audit

The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the staff. Records shall be maintained for possible audit for a minimum of three (3) years after final payment of the Proposition 47 grant, unless a longer period of records retention is stipulated. Auditor(s) shall have access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

Accounting procedures for grant funds received pursuant to the Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The Board of State and Community Corrections (BSCC) reserves the right to call for a program or financial audit at any time between the execution of the Proposition 47 Grant Agreement and 3 years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

G. Performance Goals

Staff will provide outreach and engagement services to approximately 30 individuals/families per Fiscal Year, with expectations prorated based on program start date.

VII. SAMHSA Community Mental Health Center (CMHC) Grant

The Contractor, in conjunction with Behavioral Health staff, shall implement the SAMHSA CMHC grant. Through the CMHC grant, the Contractor and NCBH will grow the use of peers within the behavioral health workforce, and expand clinical and case management capacity. The CMHC grant began on 9/30/21 and ends on 9/29/23.

A. Staff Plan, Qualifications, and Duties

1. 1.0 FTE Clinical Team Lead

▪ *Minimum Qualifications:*

- Licensed as either LCSW, MFT, or Psychologist or License eligible as ACSW or

MFTI. Master's degree in Sociology, Social Work, Counseling, Family and Marriage Counseling, Psychology or other related field. At least 4 years varied experience as a consumer or provider of mental health services is required. Minimum of 2 years experience in supervision/management.

- *Duties and Responsibilities:*
 - Serve as Project Director for the grant, participating in check-ins with grantor with guidance from NCBH grant coordination and evaluation staff
 - Oversee the Peer Family Advocate
 - Alongside NCBH Clinical Supervisor, jointly supervise the embedded Case Manager and Peer Specialists at NCBH, including monthly coordination meeting with NCBH Clinical Supervisor. Administrative supervision will be provided by the Clinical Team Lead. All clinical supervision shall be provided on a day to day basis by County staff. Performance evaluations will be a combined effort of County clinical staff and the Turning Point Clinical Team Lead.
 - Provide clinical supervision and services at Turning Point, which may include clinical consultation and therapy

2. 1.0 FTE Embedded Case Manager/Behavioral Health Specialist II

- *Minimum Qualifications:*
 - *Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services OR Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience.*
- *Duties and Responsibilities:*
 - Service Coordinator will provide services as part of the Nevada County Behavioral Health service coordinator team. This position will provide a strength based, recovery oriented approach that attempts to restore or improve functioning in the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas. Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic. The designated NCBH Clinical Supervisor will direct day to day activities of this person, along with provide clinical oversight of the completion of work.
 - With the assistance of the NCBH Clinical Supervisor, supervise the 2.0 FTE Peer Support Specialists, including assigning work, reviewing documentation and data tracking
 - In collaboration with the 2.0 FTE Peer Support Specialists, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

3. 2.0 FTE Embedded Peer Support Specialists

- *Minimum Qualifications:*
 - Graduation from High School or obtainment of a GED. Candidate must have lived experience with mental health services. The Peer Specialist will have completed a Peer Certification Course approved by the County. A WRAP (Wellness Recovery Action Plan) Certification is preferred however will be offered post-hire if needed. A certificate of completion from the Core Skills Training will also be completed post hire. Associate of Arts Degree Preferred.

- *Duties and Responsibilities:*
 - Peer Specialists will provide peer support, rehabilitation, and case management services as part of the Nevada County Behavioral Health service coordinator team. This position will provide a strength based, recovery oriented approach that attempts to restore or improve functioning in the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas. Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic. The embedded PSC III, with the assistance of the NCBH Clinical Supervisor, will direct day to day activities of this person, along with provide clinical oversight of the completion of work.
 - In collaboration with the embedded PSC III, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

4. 1.0 FTE Peer Family Advocate

- *Minimum Qualifications:*
 - High School degree or GED and personal lived experience as the parent/primary caregiver of a child/youth or adult with a behavioral, emotional, or mental health challenge.
- *Duties and Responsibilities:*
 - Support the families of Turning Point Full Service Partnership (FSP) clients, with a focus on clients in Assisted Outpatient Treatment (AOT)
 - Establish and facilitate a monthly Family Support Group for the families of FSP and AOT clients
 - Attend Family Team Meetings, develop Wellness Recovery Action Plan (WRAP) with family members, and provide individualized support as needed
 - Be knowledgeable about natural and community support resources for FSP clients and their families
 - Provide psychoeducation and strength-based support to increase protective factors and promote familial stability in the community
 - Foster connections and relationships with the local National Alliance on Mental Illness (NAMI) chapter, who maintains strong family support networks

B. Grant Deliverables:

1. By December 15, 2021, hire grant-funded staff (1.0 FTE Clinical Team Lead, 1.0 FTE Embedded BHS II, 2.0 FTE Peer Support Specialists, and 1.0 FTE Peer Family Advocate)
2. By March 1, 2022, establish at least two support groups focused on improving life skills and increasing social connections for individuals with SMI or COD.
3. By September 30, 2023, 60% of clients served by the Case Manager and Peer Support staff will maintain or improve their Basis-24 scores.
4. By September 30, 2022, offer individualized family support via the Peer Family Advocate to 100% of families of Assisted Outpatient Treatment (AOT) clients.
5. By March 1, 2022, establish and facilitate monthly Family Support Group for families of Turning Point Full Service Partnership (FSP) and Assisted Outpatient Treatment (AOT) clients.
6. By September 30, 2023, 70% of families of Turning Point clients receiving support

from the Peer Family Advocate will demonstrate decreased caregiver strain according to the Caregiver Strain Questionnaire.

C. Evaluation and Reporting Requirements:

1. Grant-funded staff will enter data as needed for grant compliance, providing Turning Point with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract.
2. Contribute to grant progress report narrative, which will be developed by NCBH evaluator.

Although grant-funded services are not billable to Medi-Cal during the lifetime of the grant, staff must comply with documentation standards for quality assurance and program sustainability purposes.

VIII. Insight Respite Center

The Insight Respite Center (IRC) is part of the County's crisis continuum of care where individuals can receive the support of a healing environment for individuals with mental health challenges who are going through difficult times. The program focuses on preventing crisis intervention or hospitalization by having participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with others toward their recovery. The IRC is staffed mainly by peer support staff and others with lived experience. The program facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the Emergency Department, CSU, and other service agencies involving a client's support network. The program has a minimum of four (4) possible beds and operates 24 hours per day, 7 days per week (24/7).

Client Populations

- Eastern and Western Nevada County and Sierra County
- MHSA Assertive Community Treatment Team Members
- Medi-Cal adults, as well as adults with or without insurance.
- Client's transitioned from higher level of services, including the Emergency Department (ED) and the Crisis Stabilization Unit (CSU)

The target population shall be residents of Nevada County and Sierra County who are:

1. Over the age of 18 years;
2. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care, including a psychiatric hospitalization, placement in an Institute of Mental Disease, Mental Health Rehabilitation Center, Crisis Stabilization Unit, or recently discharged from one of these placements, or experiencing a first episode or re-emergence of a psychotic break;
3. Assessed and approved by the County Access Team and its Program Manager or his/her designee;
4. Medically stable;
5. Not under the influence of alcohol and/or drug;
6. Able to maintain acceptable personal hygiene;
7. Be responsible for preparing meals and cleaning up after oneself;
8. Understand and sign or initial necessary documentation;
9. Willing to follow participant agreement upon entering the house; and have a place to return to when leaving the Center.

The Contractor shall provide:

1. The Facility

- i. Master lease home large enough to house at least 4 clients
- ii. Home located in a community neighborhood, providing a friendly, safe, and supportive homelike environment
- iii. Admission, discharge, and other policies and procedures to operate the house
- iv. Personal rights policy
- v. Assist in maintaining buildings and grounds
- vi. Outdoor activity space
- vii. Indoor activity space
- viii. Fixtures, furniture, equipment, and supplies
- ix. Rehabilitative Mental Health Services
- x. Case Management Brokerage
- xi. Night and Weekend Supervision

2. Staffing

Contractor's program staffing for the Insight Respite Center includes mainly those persons with lived experience, as either a person who has received psychiatrist services in the past for a mental illness or has lived with a family member with such experiences. The staff shall consist of the following:

- Regional Director - .10 FTE is an executive management position providing oversight to all Turning Point programs in Nevada County, and shall allot time to the oversight of the operations, training, budget, and crisis related interventions of the Center.
- Program Director -1.0 FTE shall be responsible for the overall management of the program with duties including, but not limited to, overseeing the implementation of program components, developing and managing the program and its budget, providing prompt intervention in resolving crisis events, including the coordination and use of other agencies when necessary for a resolution.
- Peer Support Specialist (PSS) - 6.0 FTE's will utilize their unique life experience, as well as therapeutic recovery – focused skills, to provide one-on-one counseling, including active, warm listening and empathy, along with messages of hope and recovery. The PSS will also provide community referrals and brief linkage services as necessary.
- Lead Peer Support Specialist (LPSS) - 1.0 FTE will be responsible for the tracking and entering of participant enrollments, along with all associated data into the Turning Point database, as well as, in the County electronic health record or designated computer programs. LPSS will also provide administrative support when needed, as well as, scheduling and coordination of peer support staff.
- Consultants-can be utilized if needed to support enhancement and training of the Peer Support Specialists. This would include staff from the Spirit Center, including the Executive Director and other appropriate experts, to support further training and oversight of the peer support services in a unique respite center. In addition, the County may also provide peer counselor trainers for this purpose.

The Center is peer-run, in coordination with clinical support from the Contractor and from the County, including a county therapist. The Program Director shall be onsite at the Center 40 hours per week. There shall be a Peer Support Specialist or Lead Peer Support Specialist onsite 24 hours per day, 7 days per week, and a second Peer Support Specialist

shall be onsite daily at different times from 8 am to 12:00 am.

3. Training

- i.** The Spirit Empowerment Center shall include the following collaboration with Turning Point: referrals for perspective Insight Respite Center staff, an ongoing advisory relationship with Turning Point leadership, ongoing training for Insight Respite Center staff, advise Turning Point staff on outcomes and the determination of additional Evidence-Based Practices (EBPs), referrals for potential participants at the Insight Respite Center, and a six week intensive interactive training program. Staff for the Insight Respite Center shall also be hired from a pool of peer support staff trained by the County, or from other training programs, or include individuals with unique life experiences and strong skill sets.
- ii.** The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, including holidays.
 - a.** All new staff must have the ability to write progress notes reflecting Medi-Cal services as well as efficiently enter these notes into an electronic health record.
 - b.** Current staff will be provided additional training related to documentation of Medi-Cal services to support the increase of billable hours. Productivity standards for the program will be developed in accordance with County expectations for program sustainability.
- iii.** All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- iv.** Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, gender, sexual identify, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law. The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- v.** All staff shall receive at least 10 hours per year in effective treatment interventions or other areas to support the mental health needs of the clients. Some examples of this training follow:
 1. Basic knowledge of mental disorders
 2. Counseling skills
 3. Motivational Interviewing
 4. Recovery philosophy and services

5. Wellness Recovery Action Plan (WRAP)
6. Trauma Informed Care, Acceptance and Commitment Therapy
7. Crisis Communication Skills
8. Pro-ACT philosophy
9. Applied Suicide Intervention Skills Training
10. Understanding Schizophrenia
11. Understanding Depression
12. Working with the multiple diagnosed individual
13. Principles of Substance Abuse
14. Medication usage
15. Working with individuals that have a severe personality disorder
16. Communication skills
17. Therapeutic exercises
18. Leisure time usage
19. Handling suicide threats or actions
20. Crisis management
21. Discharge planning
22. Knowledge of community services and resources
23. Principles of good nutrition including menu planning and proper food preparation and storage

4. Program Services

- i. The program shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations, and shall remain in full compliance during the term of this agreement. Contractor shall provide specialty mental health rehabilitation services and case management services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.
- ii. The Center shall have a warm supportive home-like environment for individuals who receive active listening and empathy from peer support staff which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.
- iii. Participants shall be offered an opportunity to utilize respite support up to 14 days. If individuals need additional time at the center, the Center team shall document, consider requests, and may authorize additional days. The maximum length of stay is 28 days per admission.
- iv. The guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants. Peer support staff shall be invaluable in making the program warm and welcoming, in that they are able to share their own personal stories of challenges and recovery that help the participants connect and understand their own experiences. The principles of intentional peer support will define health as a working relationship between both

the staff member and the participant working towards goals, not any one single person working alone.

- v. Peer support staff shall actively listen to participants in order to develop a comprehensive trauma-informed, crisis prevention WRAP plan. This plan will start with goal setting. The Center staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan shall help them to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the person. During their time at the Center, other natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.
- vi. The participants shall be linked with valuable community resources to support their recovery once they leave the Center which they may not have otherwise known. Staff shall also provide opportunities for clients to be in both individual and group experiences that support skill building in order to support the client in progressing toward his/her goals; staff shall regularly check in and interact throughout the day with the clients.
- vii. Early Transition/Termination may occur with clients if their behavior does not align with house rules, need a higher level of care, display significant threatening behavior or verbalize threats to self or others, decline to follow significant parts of their support plan at the house, achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time period (28 days), as determined by staff and the County. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. Contractor shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the team at County oversight meetings (see below).
- viii. All individuals who have transitioned or terminated early may be reviewed by an oversight process established by the County. The County shall also have the authority to terminate a participant at any time.
- ix. The Contractor shall offer a “warm line” 24 hours per day, 7 days per week that will offer support to former alumni of the Center over the phone or as a walk-in.
- x. Contractor shall provide clinical supervision to all treatment staff, in accordance with the County policies and procedures.
- xi. All staff providing Specialty Mental Health Services shall maintain training for appropriate documentation.

5. Documentation of Services

- i. Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Documentation time shall be

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

included as part of the service provided. Documentation must be completed at the time service is provided and should normally not exceed 15 minutes for service provided and strive for no more than 20 minutes for every service provided. Time used for Progress Note documentation shall be included in “duration of service” time recorded on Progress Note and monthly invoice. Each progress note must include the intervention that addresses the client’s documented impairments as well as the client’s response to the intervention.

- ii. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, collateral contacts (when applicable) and progress 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 and a follow-up plan. A group progress note must be written for each client attending the group session.
- iii. CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.
- iv. Services to be billed according to Title 9 regulations may include Assessment/Evaluation, Plan Development, Individual/Group Rehabilitation, Case Management/Brokerage, and Collateral.

6. Medi-Cal Performance Measurement Goals

Contractor will work to generate and maintain productivity standards sufficient to reach target service levels, which include at least 75 hours per month of Medi-Cal billable service. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code. Contractor shall document and maintain all clients’ records to comply with all Medi-Cal regulations.

County and Contractor agree to reevaluate the program modality and staffing as original intent and implementation was to be a purely peer-led program. In order to generate productivity standards of 75 hours per month, salary adjustments may need to be made to hire Personal Service Coordinators (with lived experience to maintain the peer-led intention) rather than Peer Support Specialists as we shift the program/staff requirements for program sustainability through staff attrition and turn-over.

7. Quality Assurance/Utilization Review/Compliance

The standard requirements in Regulations and the MH Plan contract shall apply to the Medi-Cal services provided through this contract. CONTRACTOR shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database.

The CONTRACTOR Quality Assurance (QA) staff shall review progress notes written by clinical staff monthly as needed. The CONTRACTOR QA staff shall submit a Chart Audit Report to the county quarterly to document 10 of the charts are audited to

8. Outcome Measures:

Services provided under this Agreement shall meet the following outcome objectives:

- i.** Maintain a system that provides required data in compliance with MHSA and relevant grant reporting requirements, as outlined by the designated evaluator.
- ii.** Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.
- iii.** Complete required reporting forms.
- iv.** Ensure that services are provided to eligible populations only
- v.** Maintain effective program planning

The Contractor shall provide information needed to understand access, quality, utilization, and client- and system-level outcomes to both the County and the designated evaluator for the County. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the Center. The Center staff shall work closely with the designated evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data shall be used by the evaluator to produce quarterly and annual reports.

MHSA reporting requirement include the following:

A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

1. The targeted number of clients to be served in each reporting quarter.
2. The total number of clients to be served in each reporting quarter.
3. The final Quarterly Progress Report shall include the total number of unduplicated client units served by each program/service during the fiscal year.
4. The quarterly progress report shall be submitted no later than 30 days following the end of each reporting quarter.

The County may desire services to be performed which are relevant to this contract but have not been included in this scope of the services and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the Center.

The County shall:

1. Provide intake assessment and oversight of the referral process to Center via the Access Team at the Grass Valley Adult Clinic, where final authorization of admission to the Center will be given by the Adult Services Program Manager or his/her designee.
2. Participate and lead team meetings involving key County and Contractor staff to oversee the process of placement in, services within, and transitions or terminations of clients from the Center. The team will meet regularly and determine client needs, program functioning, and any modifications necessary for successful application of the principles outlined above.
3. Provide full range of services and support to clients within the Center to provide such services, including Treatment Plan development, psychotherapy, service coordination and coordination of medication services.
4. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the County, Contractor, Spirit Peer Empowerment Center, designated grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties.
5. Make available all pertinent data and records for review.
6. Provide any necessary training on County mandated data systems, such as the Cerner Behavioral Health Solution, that the Contractor is not already familiar using.
7. Oversee relevant grant and MHSA related evaluations to ensure success of outcome data collection noted above.
8. Not direct or control the hiring of Contractor's staff; however, the parties acknowledge that from time to time a Contractor's staff may not provide services to the level, or in the manner, which is appropriate for the circumstances. In that event, County shall communicate any service or staff deficiencies to Contractor.
9. Ensure that all persons working within the crisis continuum of care will receive comprehensive training related to understanding the array of services with the Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Odyssey House, Sierra Nevada Memorial Hospital, Spirit Empowerment Center, and other County and Contractor programs that make up the crisis related services in this area.
10. Work in collaboration to ensure that all Center participants to the best extent possible have a clinically supported transition back to their home.
11. Shall provide a Quality Assurance Team who shall:
 - a. Inform Contractor of County's documentation standards, authorization procedures, medical necessity requirements and procedures
 - b. Provide training as needed
 - c. Review Contractors procedures
 - d. Submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames

IX. Child Welfare Services and CalWorks

Department of Social Services is required to provide Preventative and Early Intervention strategies that not only provide for the safety and permanency for children but also services that target the family's well-being on behalf of families involved with both Child Welfare Services (CWS) and CalWORKS. DSS is responsible for meeting the requirements for accountability of outcomes to ensure that the critical needs of children and families in the child welfare system are met.

Contractor shall provide the following services:

1. Bio-Psycho Social Assessments: This model assumes that mental health issues are hardly ever limited to just one domain of human experience. Instead, most mental health issues are influenced by multiple domains of human experience, and have biological (medical), psycho (mental) and social/spiritual impacts. This assessment is used to diagnose and treat a broad spectrum of disorders including but not limited to: Bipolar Disorder, Post Traumatic Stress Disorder, and co-morbid substance abuse.
2. Treatment Plans: Patients and families are educated about mental illness and treatment. Patients are treated by setting up treatment goals and treatment plans. The trauma therapies that are offered are Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Eye Movement Desensitization and Reprocessing (EMDR), and other evidence based practices as deemed appropriate. Patients are educated on the importance of nutrition and exercise. The approach is holistic encompassing spiritual, physical, intellectual, social, emotional, and mental health wellness.
3. Individual Psychotherapy: In short-term individual counseling, clients meet weekly or bi-weekly with a counselor to explore emotional, social, or educational concerns. Goals of individual counseling may include resolving problems, coping with and healing from trauma, adjusting to new or challenging life circumstances, improving academic skills, enhancing relationships, substance abuse recovery, and healthy communication. The belief is that counseling is a professional relationship that empowers diverse individuals, families, and groups to accomplish mental health and wellness.
4. Family Psychotherapy: Family therapy or family counseling is a form of treatment that is designed to address specific issues affecting the health and functioning of a family. It can be used to help a family through a difficult period, a major transition, or mental or behavioral **health problems**.
5. Group Psychotherapy: Group therapy that involves one therapist working with several clients at the same time who are struggling with similar challenges shall be provided. Many of the groups focus on facilitating both a learning process and development of necessary skills. Topic areas may include: Assertiveness, Parenting, Grief Stress Management, Relationships, Self-Esteem Building, and Recovery.
6. Couples Counseling: The purpose of couple's therapy is to restore a better level of functioning in couples who experience relationship distress. The reasons for distress can include poor communication skills, incompatibility, or a broad spectrum of psychological disorders that include domestic violence, alcoholism, depression, and anxiety. The clinicians assess the reasons and/or unmet needs in the relationship resulting in unhealthy dynamics and work with the couple to heal these unmet needs together through healthy communication, mutual respect, and relationship skills.
7. Child and Family Team (CFT) meetings: A CFT is a gathering of Child Welfare, family members, fictive kin, friends, and service providers who join together to strengthen a family and provide a protection and care plan for the child to achieve child safety, permanency and well-being. Therapists are key members of the CFT and attend all CFT meetings.
8. Psychiatric Services: Psychiatric assessment, diagnosis, and medication management for adults and children referred by CalWORKs and Child Welfare. Services may be provided by a psychiatric nurse practitioner.

Contractor agrees to provide the following:

- Contractor shall, at all times, maintain communication and coordination with the County's CWS

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

Program Manager and CalWORKs/ Welfare to Work Program Manager or their designee regarding services and for problem solving discussions.

- Accept referrals by CWS and CalWORKS and attempt to make contact with customer within same day as referral; every attempt to make warm handoff will be made.
 - If unable to reach customer after 3 attempts, contractor will reach out to CWS and CalWORKS to discuss options.
 - Conduct initial customer assessment within 2-3 business days of initial contact.
 - Respect and keep confidential information given about the patient and their family.
 - Conduct regular reviews on the patient's progress.
 - Contractor will attend Child and Family Team Meeting once a month or as needed.
 - Contractor shall cooperate with the County for the purposes of providing statistical information regarding patient-based data collection and outcomes relating to services rendered under this Agreement.
 - Develop an understanding of the responsibilities, objectives, and requirements of the County in regard to the patient and work collaboratively in planning for the patient.
 - Submit written reports to the County monthly. CWS and CalWORKS shall have separate reports, for a total of two reports each month.
 - The reports shall contain the following:
 - Name of customers and case number who were served in that month
 - Number of new referrals received
 - Number of referrals made by Contractor to psychiatrist
 - Update on customer's status and progress, including recommendation for further sessions or treatment
 - Time spent receiving services by Contractor
 - Note any missed appointments
9. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
10. All shall meet Medi-Cal requirements for billing Medication Services, Rehabilitative, and other Mental Health Services and bill for services that meet Medi-Cal standards
11. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.
12. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.
13. The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
14. All staff shall be trained and provide services, based on the evidence-based practices.

X. Other Requirements for all Programs

1. Stabilization Funds:

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview

Stabilization funds are intended to support activities and basic life needs directly related to the FACT and/or MHSA wraparound (for children/juveniles) and ACT (for adults) programs. The purpose of the stabilization funds are to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the goals and outcomes developed by the wrap or ACT team. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to wraparound or ACT programs.

Contractor shall abide by the following allowable costs guidelines:

Allowable costs are those directly related to meeting a client’s planned goals and outcomes. They may include, but are not limited to, the following:

<ul style="list-style-type: none">• Auto Repair/Maintenance• Childcare• Child participation in sport or activity• Client transportation• Clothing assistance• Dental Care/Treatment• Emergency and Temporary shelter	<ul style="list-style-type: none">• Family Activity• Food• Hygiene assistance• Housing assistance• Job placement• Medical Care/Treatment• Supplies for celebrating an achievement
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Procedures

- All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A).
- All requests will be signed by Contractor’s Director (or his/her designee) prior to payment, for final authorization.
- Expenditure will be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County Behavioral Health Department.
- Once services have been rendered, receipts will be retained in contractor files.

Grant/Funding Authorization

Stabilization/Flexible Funding is authorized by MHSA Plan. Expenditures for flexible funding must be included in costs such that Contractor does not exceed CMA.

2. Outcome Measures:

It is expected services provided under this Agreement to meet the following outcome objectives:

Providence Center, Catherine Lane and Empire

- Decreased utilization and minimization of acute psychiatric inpatient hospitalization by clients.
- Decreased utilization of client of locked residential care facilities
- Decreased client involvement with justice system for clients

- Decrease in number of days of homelessness
- Increase the number of days employed over the prior twelve month period.
- Increase the utilization of supported housing.
- Assist County in reducing utilization of IMD (Institute of Mental Disease).
- Families and caregivers are supported.

The Contractor shall provide a written summary on a quarterly basis the following outcomes, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:

- Days of homelessness
- Days of psychiatric hospitalization
- Days of employment
- Days incarcerated in jail
- 5150 assessments by Nevada County Crisis Team, at ER and other settings

The Contractor will provide an additional annual summary yearly by April 1st of the following:

1. Level of Care:
 - a. categories of living independently with daily medication deliveries
 - b. living independently without daily medication delivery
 - c. Board and Care IMD
 - d. Odyssey House
2. Changes in MORs ratings as average across clients, beginning at onset of treatment as first comparison, rather than 12 months prior to treatment

3. Medi-Cal Certification and Goals:

Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

Contractor shall maintain productivity standards sufficient to generate revenue as specified in contract.

Objective a. Contractor shall meet a minimum productivity standard of 65% of billable time for hours worked.

Objective b. Contractor's shall have the goal of: Providence Center 90% of all clients being served as being Medi-Cal eligible; Catherine Lane 100% of all clients Medi-Cal eligible

Objective c. Contractor shall have less than 5% denial rate for all billed and audited services.

Objective d. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.

Objective e. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

4. Documentation

- Assessment, Authorization of Services, Client Plan, Progress Notes—will be prepared and maintained in accord with County procedures as well as state and federal requirements and

submitted by Contractor to County upon request. For services which must be authorized by County, Contractor shall submit Request for Authorization and other required documentation prior to rendering such services. County or County designee will review for authorization and communicate in writing or by E-mail the results within 5 calendar days to the provider, in accordance with applicable regulations.

- Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff will be contacted and consulted immediately within 24 hours at the latest.
- Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

Additional Contractor’s Responsibilities:

- Maintain a system that provides required data in compliance with MHSA reporting requirements.
 - Contractor shall attend MHSA CSS/PEI Subcommittee Meeting and MHSA Steering Committee Meetings.
 - Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet mandated reporting requirements.
 - Complete required reporting forms.
 - Ensure that services are provided to eligible populations only
 - Maintain effective program planning
 - Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
 - o MHSA reporting requirement include the following:
 - A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:
 1. The targeted number of individuals, clients, and families to be served in each reporting quarter.
 2. The total number of individuals, clients, and families to be served in each reporting quarter.
 3. The final quarterly progress report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year.
 4. The quarterly progress report shall be submitted no later than 30 days following the end of each reporting quarter.

Full Service Partnership Contractors shall submit Full Service Partnership Performance Outcome Data through the Data Collection and Reporting System (DCR). The contractor shall conduct a Partnership

Assessment of the client at the time the full service partnership agreement is created between the Contractor and the client, and when appropriate the client's family. The contractor shall collect information as appropriate including, but not limited to:

1. General administrative data.
2. Residential status, including hospitalization or incarceration.
3. Education status.
4. Employment status.
5. Legal issues/designation.
6. Sources of financial support.
7. Health status.
8. Substance abuse issues.
9. Assessment of daily living functions, when appropriate.
10. Emergency interventions

The Contractor shall collect the following key event data:

1. Emergency interventions.
2. Changes in:
 - o Administrative data
 - o Residential status.
 - o Educational status.
 - o Educational status.
 - o Employment status.
 - o Legal issues/designation.

The Contractor shall review and update, through the Quarterly Assessment the following information:

1. Educational status.
2. Sources of financial support.
3. Legal issues/designation.
4. Health status.
5. Substance abuse issues.

All Full Service Partnership Data Collection Requirements-Partnership Assessments, Key Event Data, Quarterly Assessments shall be entered into the DCR system within 60 days of collection.

- Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care.
- Holistic Approach- services will be designed to support the whole person can attain the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of “at home” and “out of trouble: through personal

- responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensure services will be culturally competent and culturally responsive.

DCR Data Quality Metrics

The Nevada County Behavioral Health Department is dedicated to use quality data to generate meaningful and valuable outcome measures. The contractor will support this effort and agrees that Full Service Partnership DCR Data Metrics Reports for the following elements will be:

- 3Ms (Quarterly Assessments) – 100% of those due will be submitted within the given 45-day window
- KETs - 100% of partners served more than 90 days will have at least one (1) KET and/or a KET will be completed every time there is a change in one of the six (6) KET domains.
 - Administrative
 - Residential
 - Education
 - Employment
 - Legal Issues / Designations
 - Emergency Interventions

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Turning Point Community Programs, Inc.

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$4,645,108 for the period of July 1, 2022 through June 30, 2023. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Contract maximum is based on the project budget (See Attachment B):

Turning Point
Providence; Catherine; Empire; Shelter Only
Calculation of Estimated Units

Service and Rate Table	
Type of Service	Interim Rate
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.12
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Annual Billable Svc \$	2,958,984
Target Annual Billable Units	1,155,684
Target Monthly Billable Svc \$	246,582
Target Monthly Billable Units	96,307
Target Annual Non-Billable Svc \$	369,457
Target Annual Non-Billable Units	182,899
Target Monthly Non-Billable Svc \$	30,788
Target Monthly Non-Billable Units	15,242
Total Amount	3,328,441

Billing and Service Documentation

The table above shows the expected monthly number of billable units and revenue to be produced under

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Professional Services Agreement-HHSA – Schedule of Services

this contract. IST, MHSA INN, Prop 47, CMHC, Respite and CWS/CW Children's Services will be paid based on actual cost and is not part of the above table. Services will be paid at Interim Payment rates as agreed upon by the Director of Behavioral Health and Contractor. Interim Rates are subject to the Settlement provisions below.

Non-Billable services under this contract include Jail mental health services and/or MHSA Client Support and Client Participation services (service codes 120 and 121). Any other reimbursable non-billable services must be approved by the County Director of Mental Health.

The County and Contractor will periodically review the units of time for Medi-Cal services submitted through this Contract, and agree to renegotiate, at the discretion of the Director of Behavioral Health if either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or the proportion of Medi-Cal/Billable units to total units of service fall below the 80% target for Catherine Lane and Empire, and 85% target for all other programs.

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

Contractor will cooperate with the County process for submitting the unit of service data for the County Medi-Cal and other billing processes on the required timeline. Contractor shall: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents; and provide timely follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

Contractor shall submit monthly an invoice with summary and detail of billings/services, for services provided during the prior month, including billed amount at the Interim Rate effective on the day of service. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice shall identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County.

All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice.

IST, MHSA INN, Prop 47, CMHC, Respite and CWS/CW Children's services reimbursement will be based on actual salary/benefits of Contractor's assigned staff and related program expenses. Mileage reimbursement may not exceed the current IRS allowable rate. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Reimbursement for Prop 47, and CMHC is contingent and dependent upon the department's receipt of anticipated grant funding for this program.

Contractor shall submit quarterly fiscal report, including a detailed list of costs for the prior quarter and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per client.

Contractor shall submit invoices and reports to:

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

Behavioral Health Department will review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payments shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

Cost Settlement

Contractor shall submit an annual Cost Report on the State Department of Health Care Services' mandated forms—in compliance with the Department of Health Care Services (DHCS) Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause—at its discretion, County shall provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report. The Cost Report calculates the Cost per unit as the lowest of Contractor Actual Cost, Contract Maximum, or County's total paid amount under this contract.

A Cost Report Settlement shall be completed by County within one year of the end date of the contract and shall be based on the lower of the amount paid by the County and the Contractor's allowable total cost. If Contractor cost is lower than the amount paid by the county under this contract, payment of the difference shall be required by Contractor within 60 days of Settlement or as otherwise mutually agreed.

Audits:

Contractor shall submit to DHCS Medi-Cal or County Fiscal or Quality Assurance Audits at any time. Contractor and County shall each be responsible for any audit errors or omissions on their part. The annual DHCS/Federal Audit may not occur until five years or more after close of fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Records to be Maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractor's Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all audits and appeals are completed, whichever is later.

Non-Profit Supplemental Audit Provisions:

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

ATTACHMENT "B"

	Providence	Catherine	Empire	Shelter Services	IST	INN	Prop 47	CMHC	IRC Respite	CWS/CW (DSS)	Total Budget 22/23
Expenses											
Personnel											
Salaries - Management	150,134						4,909	-	31,200	4,874	191,117
Salaries - Treatment	895,049	184,579	184,579	60,260	81,973	46,698	53,913	219,037	155,408	105,727	1,987,223
Salaries - Office	45,427								-		45,427
Salaries - On Call	44,200								10,000		54,200
Member pay	45,395	14,144	14,144								73,683
Vacation/holiday	45,392	7,949	7,949	2,410	3,279	1,868	2,353	8,762	7,864	4,424	92,250
Retirement benefit	36,143	6,757	6,757	1,808	2,497	1,401	1,765	6,571	6,296	3,318	73,313
Benefit credit	136,177	23,848	23,848	9,039	9,837	5,604	588	24,246	23,593	12,554	269,334
Payroll tax - Employer	92,164	17,058	17,058	4,610	6,358	3,572	4,500	16,756	16,054	8,461	186,591
SUI	24,095	4,505	4,505	1,205	1,664	934	1,176	4,381	4,197	2,212	48,874
Worker compensation insurance	25,715	3,491	3,491	934	1,290	724	912	4,008	3,253	2,987	46,805
Physician	170,560										170,560
On-call/Overtime	69,954	26,514	26,514		1,250				13,252		137,484
Total Personnel	1,780,404	288,845	288,845	80,267	108,148	60,801	70,116	283,762	271,117	144,557	3,376,861
Operating Costs											

Training	2,500							700	650		3,850
Medical supplies	2,000								200		2,200
Program Supplies and Events	500								1,950		2,450
Food		250	250						8,500		9,000
Household		250	250						1,850		2,350
Expensed tools & equipment	20,000	1,200	1,200		450		250	2,993	1,850	7,500	35,443
Software License, Support & Upgrades	19,500	1,250	1,250		1,500	3,318	732	3,500	5,000	1,250	37,300
Equipment < 1 & 5 thousand									100		100
Equipment purch > 5 thousand									100		100
Equipment rental	3,000	100	100		100		25		250		3,575
Equipment repair and maint	2,400								100		2,500
Vehicle repair and maintenance	3,500										3,500
Vehicle fuel	6,500				150				100		6,750
Facility repair & maintenance	15,000								10,500		25,500
Security	2,000										2,000
Maintenance	1,200										1,200
Storage rent	800										800
Building rent	69,355				12,072				42,000		123,427

Utilities									7,817		7,817
Telephone/Internet	48,887	17,500	17,500		5,200		650	5,000	7,408		102,145
Insurance	16,500	2,850	2,850	400	1,200	-	300	1,500	3,069		28,669
Employee mileage	55,000	3,500	3,500	1,500	6,000	5,000	2,500	14,560	1,500	4,500	97,560
Office expenses	10,000	3,500	3,500	100			50	2,500	4,500	2,500	26,650
Employee hiring	1,200			150	100			225	500		2,175
Depreciation	6,532										6,532
Permits and licenses				1,000							1,000
Non-Exempt property tax	518										518
Delivery expense	2,500	185	185		20		50		350		3,290
Therapy/Other Consultants	1,500										1,500
Transcription services	5,250										5,250
Total Operating Costs	296,142	30,585	30,585	3,150	26,792	8,318	4,557	30,978	98,294	15,750	545,150
Allocated Costs											
Indirect Administrative	304,673	47,914	47,914	12,512	20,241	10,368	11,201	47,211	55,412	24,046	581,492
Total Allocated Costs	304,673	47,914	47,914	12,512	20,241	10,368	11,201	47,211	55,412	24,046	581,492
Client Support Expense											
Revenue - rents	(19,000)										(19,000)
Client Support Services	500						6,000				6,500

Client Medication & Lab Work	250											250
Client-Special Events	250											250
Client-Restaurant Meals	500											500
Client-Food, Clothing, Hygiene & Medical Remedies	2,500	7,800	7,800									18,100
Client-Furniture & Other Household Expenses	1,200											1,200
Client-Facility Repair, Supply & Service	7,500	1,200	1,200									9,900
Client-Housing Subsidies- Perm, Transitional & Temp	15,000											15,000
Client-Management Fee	18,000											18,000
Client-Master Lease Rent	15,000											15,000
Client Motel/Hotel Vouchers	40,000											40,000
Client-Utilities	12,500											12,500
Client-Telephone	245											245
Client - Insurance	2,310											2,310
Client-Travel & Transportation	1,850											1,850
Total Client Support Expense	98,605	9,000	9,000	-	-	-	6,000	-	-	-		141,605
Total Expenses	2,479,824	376,344	376,344	95,929	155,181	79,487	91,874	361,951	424,823	184,353		4,645,108

EXHIBIT C
INSURANCE REQUIREMENTS

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. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
4. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** Insurance covering **social worker** case management malpractice, also sexual molestation/misconduct/abuse, and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. 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.
- C. 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.
- D. 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 amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. 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.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health ("NCBH") by December 31 of each year and when prescribed below.
- (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to NCBH regarding the network providers' (disclosing entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH upon submitting the provider application, before entering into or renewing the

network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i. Upon the provider or disclosing entity submitting the provider application.
 - ii. Upon the provider or disclosing entity executing the provider Contract.
 - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the fiscal agent executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
 - i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the managed care entity executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the managed care entity.
 - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

- (d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.
 - (e) Consequences for failure to provide required disclosures. Federal financial participation (“FFP”) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor’s verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. Contractor’s verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

2. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by NCBH and State or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County’s Mental Health Plan.
- C. 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.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. 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 and further agrees to hold County harmless from any breach of confidentiality.
- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists’ records involving minors must be kept until the minor’s 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (“MCO”), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (“PAHP”), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this Contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client’s or patient’s health service records shall be retained for a minimum of ten (10) years from the close of the State fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. 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.
- I. PATIENTS’ RIGHTS: Patients’ Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Tile 42 CFR Section 438.100.
- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.
- K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

3. 42 C.F.R. Laws and Regulations: MCO, Prepaid inpatient health plan (“PIHP”), PAHP

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. Section 438.610, Contractor shall not knowingly have a relationship with the following:
- a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. Section 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of Contractor.
- (b) A subcontractor of Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Contract.
- (e) Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If County finds that Contractor is not in compliance, County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this Contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

- C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with County's retention policies for the treatment of recoveries of all overpayments from Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
 - The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - The availability of assistance to the beneficiary with filing grievances and appeals.
 - The beneficiary's right to request a State fair hearing after Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
 - The beneficiary's right to request continuation of benefits that Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.
- F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. Section 455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System, the Office of Inspector General's List of Excluded Individuals/Entities, the System for Award Management, as well as the Department's Medi-Cal Suspended and Ineligible Provider List.

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.

- G. SERVICE VERIFICATIONS: 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 regular basis.

EXHIBIT “E”
SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (“PHI”) obtained from County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred.

7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

EXHIBIT "G"
ADDITIONAL FUNDING TERMS AND CONDITIONS
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)
CMHC GRANT

1. **FEDERAL AWARD IDENTIFICATION:** Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the SUBRECIPIENT as a sub-award and include the following information:
 - a. Subrecipient Name: Turning Point Community Programs, Inc.
 - b. Project Description: Enable community mental health centers to support and restore the delivery of clinical services that were impacted by the COVID-19 pandemic(CMHC).
 - c. Subrecipient DUNS Number:
021989819/D9EWEFTMEFM7
 - d. Federal Funds Obligated to the Sub-recipient: \$361,951
 - e. Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)
 - f. Pass Through Entity: County of Nevada
 - g. Federal Award Identification Number (FAIN) : H79SM085608
 - h. Catalog of Federal Domestic Assistance (CFDA) name: Block Grants for Community Mental Health Services
 - i. Catalog of Federal Domestic Assistance (CFDA) number: 93.958
 - j. Contract Term: Start date: 7/1/2022 End date: 6/30/2023
 - k. Research and Development Grant: Yes No
 - l. Indirect Cost Rate: Yes No N/A-De Minimis Indirect Cost Rate

SUMMARY OF CONTRACT

Turning Point Community Programs, Inc.

Description of Services: Provision of Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST).

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$4,645,108
Contract Start Date: 7/1/2022 **Contract End Date:** 6/30/2023
Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Sexual Abuse or Molestation Liability	(\$1,000,000)
Automobile Liability	(\$1,000,000)
Worker’s Compensation	(Statutory Limits)
Professional Errors and Omissions	(\$1,000,000)
Cyber Liability	(\$2,000,000)

FUNDING

1589-40110-493-8301/521520
1589-40105-493-7831/521520
1512-40110-493-1000/521520
1589-40110-493-8301/521525

LICENSES AND PREVAILING WAGES

Designate all required licenses: All licenses as required to perform professional services as contemplated under this contract.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department, Health and Human Services Agency		Turning Point Community Programs, Inc.	
Address:	950 Maidu Avenue	Address	10850 Gold Center Drive
City, St, Zip	Nevada City, California 95959	City, St, Zip	Rancho Cordova, CA 95670
Attn:	Phebe Bell	Attn:	Al Rowlett
Email:	phebe.bell@co.nevada.ca.us	Email:	AlRowlett@tpcp.org
Phone:	(530) 470-2708	Phone:	(916) 364-8395

Contractor is a: (check all that apply)					Subrecipient	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Corporation:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	Additional Terms & Conditions Included (Grant Specific)		
Non- Profit:	<input checked="" type="checkbox"/>	Corp. <input checked="" type="checkbox"/>			Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	Subrecipient	Yes <input checked="" type="checkbox"/> No <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	Exhibit G: Additional Funding Terms and Conditions

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, Al Rowlett (name) on behalf of

myself, or
 Turning Point Community Programs

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.

Al Rowlett
Al Rowlett (Jul 19, 2022 12:07 PDT)

(Signature)

07/19/2022

(Date)