

**PERSONAL SERVICES CONTRACT**

Health and Human Services Agency  
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**SIERRA FOREVER FAMILIES**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Comprehensive Specialty Mental Health Services primarily targeted to serve pre- and post-adoptive and guardianship children and families.**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$ 965,301  
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$2,000,000)	<u>X</u>	<u>    </u>
(§7)	<b>Automobile Liability</b>	<u>X</u>	<u>    </u>
	(\$ 300,000) Personal Auto <u>    </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u>    </u>		
(§8)	<b>Workers' Compensation</b>	<u>X</u>	<u>    </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>X</u>	<u>    </u>

**LICENSES**

Designate all required licenses:

(§14) All licenses required to perform professional services contemplated under this Agreement.

**NOTICE & IDENTIFICATION**

(§33) **Contractor: Sierra Forever Families**  
8928 Volunteer Lane, Suite 100  
Sacramento, California 95826  
Contact Person: Lynn Thull, PhD  
Phone: (916) 368-5114 x356 (530) 478-0900  
E-mail: lthull@sierraff.org

**County of Nevada:**  
950 Maidu Avenue  
Nevada City, California 95959  
Contact Person: Phebe Bell  
Phone: (530) 470-2784  
E-mail: Phebe.Bell@co.nevada.ca.us

**Funding:** 1512-40104-493-1000/521520;  
1589-40104-493-1000/521520;  
1589-40104-493-1000/521525

CFDA No.: 93.556  
CFDA Agreement No.: N/A

**Contractor is a:** (check all that apply)

Corporation:      Calif.      Other      LLC X Non-profit  
Partnership:      Calif.      Other      LLP      Limited  
Person:      Individ.      DbA      Ass'n      Other

**EDD:** Independent Contractor Worksheet Required:      Yes X No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>X</u>	<u>    </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>	<u>    </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>X</u>	<u>    </u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>X</u>	<u>    </u>
<b>Exhibit E: Uniform Administrative Requirements</b> (CFDA-Funded)	<u>X</u>	<u>    </u>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

#### **4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### **6. Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Workers' Compensation:** (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

#### **11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

### **Personal Services**

#### **12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

#### **13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, 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.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

**Public Contracts**

**15. Certificate of Good Standing:**

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 further warrants to shall keep its status in good standing and effect during the term of this Contract.

**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 §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**17. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance 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:**

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

If applicable, Contractor shall comply with the provisions 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.

**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. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**21. Conflict of Interest:**

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

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

**22. Political Activities:**

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

**23. 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.

**Default and Termination**

**24. Termination:**

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, 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) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government 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.

d. 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 certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the 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 the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

**25. 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.

**Miscellaneous**

**26. Financial, Statistical and Contract-Related Records:**

a. **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.

b. **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 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.

c. **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 Maximum Contract Price.

**27. Non-Profit Provisions:**

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

**a. Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which

was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

**b. Supplemental Audit Provisions:**

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(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 \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, 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 "Notice & Identification" §33 on page one (1) 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.

**28. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**29. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**30. Jurisdiction and Venue:**

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

**31. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

**32. 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 the 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 Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the 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.

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

**33. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**34. 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 effective on the Beginning Date, above.

**CONTRACTOR:**

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Lynn Thull, PhD  
Interim Executive Director

\_\_\_\_\_  
Richard Anderson  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT “A”  
SCHEDULE OF SERVICES  
SIERRA FOREVER FAMILIES**

Nevada County Behavioral Health Department hereinafter referred to as “County”, and Sierra Forever Families, hereinafter referred to as “Contractor” agree to enter into a specific contract for the provision of services and programs listed below.

Contractor shall provide a continuum of services depending on the child and families need. The County” will support and monitor this continuum. This continuum shall consist of four programs; Therapeutic Support Services, Family Preservation Services, Wraparound services and Destination Family Services.

**PROGRAMS/CLIENT POPULATIONS SERVED**

- Children, youth, and families in Eastern and Western Nevada County
- Youth needing a permanent connection
- Pathways to Wellbeing formerly the Katie A Subclass children
- Child Welfare and Probation youth

Contractor will provide Therapeutic Support Services and Family Preservation Services to youth needing less intensive services. Contractor will provide more intensive therapeutic services to the Pathways to Wellbeing (formerly Katie A) children and other children needing this level of service. Contractor shall provide case management to Destination Families youth, for Child Welfare and Probation youth that are in need of a permanent placement.

Contractor shall provide comprehensive, specialty mental health services primarily targeted to serve pre- and post-adoptive and guardianship children and families and families at risk of a Child Welfare Services referral with specialty focus on issues related to trauma, attachment and permanency for youth who have been removed from birth families. Additional children will be served on a space-available basis. Contractor shall involve child/parents/caregivers/guardians in all treatment planning and decision-making regarding the child’s services as documented in the child’s Children’s Services Client Plan.

Specialty services will be provided based on the established medical necessity for mental health services due to behavioral, emotional and functional impairments meeting the Nevada County Mental Health Plan eligibility criteria. Contractor shall refer a child/youth requiring medication support services to the Nevada County Behavioral Health Services Psychiatrist.

**PROGRAMS**

- A. **Therapeutic Support Services (TSS)** program offers a range of therapeutic and supportive services to foster, adoptive, guardianship, birth and kinship children who meet medical necessity requirements. Services are provided by permanency-trained therapists who offer individual therapy, family therapy and support, provision of community resources and school consultations with a specialty focus on trauma, grief and loss, attachment and permanency issues.

B. **Family Preservation** program offers a range of therapeutic and supportive in-home services focusing on high-risk families with complex needs who have been referred by Child Welfare Services. The mission is to keep children out of foster care or to keep children who are already in foster care in a permanent stable home. The program's twelve month model provides a team approach which is individualized based upon the needs of the family. The team includes a therapist, case manager, parent educator and family partner. In home parent education utilizes the Positive Parenting Program (Triple P) curriculum. Services are enhanced by using local community resources to strengthen the family in their community and to build natural supports. The services for this program are managed and authorized through Nevada County Behavioral Health; however CPS will closely interact with the Contractor.

C. **Destination Family** program creates lifelong family connections for youth in foster care. The goal is that no youth will age out of foster care without a permanent family connection that is legally, emotionally and physically secure as possible. Case management and family engagement support are provided by the program's Case Manager.

D. **Pathways to Wellbeing (formerly Katie A) Services:** Intensive Case Coordination (ICC): ICC are services that will be used to facilitate implementation of the cross-system /multi-agency collaborative services approach described in the Core Practice Manual of Katie A Subclass. ICC are Targeted Case Management services that must be delivered using a Child Family Team. ICC may be provided to children living and receiving services in the community as well as to children who are currently in the hospital or group home. ICC activities may include:

- Facilitation of collaborative relationships between child, his family or caregivers, providers and others involved with the child.
- Care planning with mental health and other systems to ensure that the child be served in his community in the least restrictive setting possible.
- Ensure services are being provided to meet the child's mental health needs.
- Provide active coordination of services and resources
- Provide active participation in the Child and Family team meetings.

Intensive Home Based Services: IHBS are intensive, individualized, strength-based, needs-driven intervention activities that support the engagement and participation of the child and his support person. IHBS is to help the child develop skills and achieve the goals and objectives of the plan. IHBS services include:

- Medically necessary skill-based interventions for the remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child's family.
- Development of functional skills to improve self-care, self-regulation or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks.
- Improvement of self-management of symptoms.
- Education of youth and parent about and how to manage the child's mental health disorder.

- Support of the development, maintenance and use of social networks.
- Support to address behaviors that interfere with the achievement of a stable and permanent family life or job.
- Support to address behaviors that interfere with a child's success in school and with transitional independent living skills.

## **SERVICE REQUIREMENTS FOR MENTAL HEALTH / REHABILITATION SERVICES**

### **Evaluation and Assessment**

All children referred for services will have received a thorough clinical assessment performed by Sierra Forever Families or Nevada County Behavioral Health. This assessment will serve as the basis of the treatment and service plan as developed by Sierra Forever Families.

### **Mental Health/Rehabilitative Services:**

In addition to Assessment, Mental Health and Rehabilitative services may include:

1.0 Plan Development: Each case will be assigned to a treatment planner who will be responsible for the overall coordination of services. S/he will be certain that an appropriate written client plan is developed, reviewed regularly, and changed as treatment progresses. The treatment planner will also be available to make community contacts and to be certain that information about the child in the community is shared with all the mental health professionals involved in the case.

2.0 Office-based and in-home individual and group child-centered therapy and rehabilitation services provide symptom resolution and adaptive skills development to address issues of loss and grief; trauma (including prior abuse); identity formation; mastery and control and intimacy using a variety of modalities.

3.0 Collateral services for caregivers: Individual or group interactions with one or more family members on behalf of the beneficiary.

3.1 Parents' groups: Multi-family groups offer psycho-education to support families caring for a special needs child including typical issues related to adoption and kin care and caring for children with mental health disorders, . Where the child's age and functioning indicate that s/he could benefit from involvement in such treatment, the child may be included in the multi-family group therapy.

3.2 In Home Parent Training Services (IHPT) is another service that contractor will offer families. The IHPT program uses the Triple P parenting curriculum. The IHPT curriculum was developed to assist the parent in becoming more effective with their child's symptoms so they can manage their lives more effectively. Services offered are strengths-based, and customized to address specific needs identified by a multidisciplinary team consisting of the family, agency staff, and service providers. Services provided include, but are not limited to, management, appropriate discipline, child development, and family communication strategies. . Services are time-limited

based on the needs of the family, but are not to exceed 16 weeks without prior agreement between the contractor and County.

3.3 Group Collateral: Adoptive and relative families can become disorganized or dysfunctional after placement and at other significant developmental transitions points. Collateral group therapy supports all family members to identify key issues and concerns and to learn to deal in a constructive way with the problems at hand as individuals and as a unit.

3.4 School consultation: As necessary, plan developers and ongoing therapists will work closely with the personnel at the child's school in order to better understand the child's functioning in that setting, to incorporate information gathered from those contacts into the treatment plan, to offer support to the school staff, and to intervene in the school setting to assist the child in resolving emotional and behavioral problems. Plan developers and therapists may work with school personnel either by telephone or in-person contacts. Therapy may be conducted at the school site when appropriate and included in the treatment plan as developed.

4.0 Rehabilitation (service code 109): Provide rehabilitation services for children with developmental delays or delays indicating substance or alcohol exposure, neglect or severe trauma. These services may include any or all of the following: assistance in restoring or maintaining a child's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.

5.0 CASE MANAGEMENT/BROKERAGE (service code 114): Activities provided by staff to access medical, educational, social, needed community services for eligible individuals.

1. LINKAGE AND CONSULTATION - The identification and pursuit of resources including but not limited to, the following: Interagency and intra-agency consultation, communication, coordination, and referral; monitoring service delivery to ensure an individual's access to service and the service delivery system; monitoring of the individual's progress; plan development.
2. PLACEMENT SERVICES: Supportive assistance to the individual in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following: Locating and securing an appropriate living environment; locating and securing funding; pre-placement visit; negotiation of housing or placement contracts; placement and placement follow-up; accessing services necessary to secure placement.

### **Documenting Services:**

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, Activity Code, Location of Service and Duration (minutes) of Service. Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should normally not

exceed 10 minutes for every hour of service provided. Time used for Progress Note documentation shall be included in “duration of service” time recorded on Event Monitoring Slip, Progress Note and monthly invoice.

Contractor shall submit a copy of original documentation for each service provided with Contractor’s monthly invoices. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.

**Assessment / Evaluation - (service code 100)** –The assessment is a clinical analysis of the history and current status of the client’s mental, emotional or behavioral functioning; appraisal of the client’s community functioning in several areas including living situation, daily activities, social support systems, health status and diagnosis. Included in the assessment shall be any relevant physical health condition, presenting problems, mental status exam, special risk factors, medication history, allergies and history of adverse reactions to medications, mental health treatment history, re-natal and perinatal events, developmental history, a five axis diagnosis, client strengths.

**Plan Development (service code 111)** – This code would be utilized during the treatment planning that must occur after the assessment is completed and/or when completing an Outpatient Services Treatment Authorization Request form. When used to develop a client plan, documentation should include: diagnosis, psychiatric symptoms present and in what context, treatment goals to be addressed in therapy and planned strategies for treatment. When used in preparation of the Outpatient Services Treatment Request Form, documentation should include presenting problems, strategies employed during treatment, current status of psychiatric symptoms or change in status that represents a critical need for this service and meets medical necessity guidelines, and what additional treatment is necessary.

**Therapy – Individual/Group (service code 107 & 108)** – A service activity that is a therapeutic intervention which focuses primarily on symptom reduction as a means to improve functional impairments.

All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and Contractor toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client’s level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.

**Rehabilitation and Case Management/Brokerage- (service codes 109 and 114)** - A progress note must be written for each Rehabilitation or Case Management/Brokerage contact and will contain date of service, activity code, location of service, duration (minutes) of service and a description of what was accomplished by the client and/or staff. The note must reflect any new significant information or changes as they may occur.

**Group Attendance** - Contractor shall list all clients attending group on the Event Monitoring Form each time a group session is held, identifying the clients, the group service by activity code, date of service and length of group in minute increments including documentation time.

**Discharge Planning** – shall 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 case of 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 and at the latest within 24 hours.

## **GENERAL PROGRAM AND SERVICE REQUIREMENTS**

- **CONTRACTOR** shall provide clinical supervision to all treatment staff, licensed or license-eligible, in accordance with the County policies and procedures. Those staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.
- **CONTRACTOR** shall attend MHSA (Mental Health Services Act) Steering Committee Meetings which are held quarterly.
- **CONTRACTOR** shall collect required data that supports the desired outcomes of the program, including Child and Adolescent Needs and Strengths (California CANS 50) and Pediatric Symptoms Checklist (PSC-35)
- **CONTRACTOR** shall enter CANS and PSC-35 data into County Electronic Health Record by the 15<sup>th</sup> of the next month (for example, enter May outcomes by 15<sup>th</sup> of June) for required upload to State reporting system.
- **CONTRACTOR** shall adhere to MHSA PEI (Prevention and Early Intervention) program regulations for clients treated up to a maximum of 18 months (unless individual is experiencing first onset with psychotic features, in which case PEI funds can be utilized for up to 4 years). After these time frames, MHSA CSS (Community Services and Support) regulations shall be followed.

## **MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) SERVICE INFORMATION: EARLY INTERVENTION SERVICES**

“Early Intervention Services” means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.

Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.

1. For the purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, disorders with psychotic features, and schizotypal (personality) disorder). These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.

Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.

For each Early Intervention Program the Contractor shall evaluate the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning. The Contractor in coordination with the County shall select, define, and measure appropriate indicators that are applicable to the Program.

The Contractor shall include all of the following Strategies as part of the Early Intervention Program:

1. Be designed and implemented to help create Access and Linkage to Treatment.
  - a) "Access and Linkage to Treatment" means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.

For each Early Intervention Program that provides Access and Linkage to Treatment the Contractor shall track:

- a) Number of referrals to treatment, and kind of treatment to which person was referred.
- b) 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.
- c) Duration of untreated mental illness.
  - o Duration of untreated mental illness shall be measured for persons who are referred to treatment and who have not previously received treatment as follows:
  - o The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.
  - o The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.



2. Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations.
  - a) “Improving Timely Access to Services for Underserved Populations” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
  - b) Services shall be provide in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
  
3. Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory.
  - a) “Strategies that are Non-Stigmatizing and Non-Discriminatory” means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
  - b) Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

**Performance Measures for All levels of Care.**

<b>Goal</b>	<b>Objective</b>
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	80% of children and youth served will be stabilized at home or in foster care.
2. Youth will be out of legal trouble	At least 70% of youth will have no new legal involvement (arrests/violations of probation/citations) between admission and discharge.
3. Youth will improve academic performance.	At least 80% of parents will report youth maintained a C average or improved on their

	academic performance.
4. Youth will attend school regularly.	At least 75% of youth will maintain regular school attendance or improve their school attendance.
5. Youth will improve school behavior.	70% of youth will have no new suspensions or expulsions between admit and discharge.
6. Caregivers will strengthen their parenting skills.	At least 80% of parents will report an increase in their parenting skills.
7. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served will be able to identify at least one lifelong contact.
8. Caregivers will improve connections to the community.	At least 75% of caregivers will report maintaining or increasing connection to natural supports.
9. Youth and families will improve functioning.	At least 80% of youth and families will improve their scores on the California CANS 50 and the PSC-35 instruments between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will make initial contact with youth and caregiver within 3 business days of receipt of referral from County.
11. Contractor is to be responsive to community needs.	Contractor will have face-to-face contact with 60% of children and families within 10 business days of receiving the referral from request for services by the beneficiary.

**Medi-Cal Certification and Goals:**

Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Nevada County to maintain a Medi-Cal certified Provider in Nevada County. 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.

**Medi-Cal Performance Measurement Goals:**

- Contractor shall maintain productivity standards sufficient to generate target service levels.
- Objective a. County and Contractor shall collaborate to meet the goal of 90% of all clients being accepted into the program as being Medi-Cal eligible.
- Objective b. Contractor shall strive and continue implementing actions as needed to have less than 5% denial rate in order to maximize available Medi-Cal funds.
- Objective c. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective d. Contractor shall document and maintain all clients’ records to comply with all Medi-Cal regulations.

## A. Documentation

- Treatment Plan—will be submitted by Contractor to County according to County documentation guidelines during the contract period, and in accordance with all applicable regulations. When requested, Contractor will allow County to review Treatment Plan, including requested level of services for each service type
- 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 insure 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.
- PEI Regulation requirements
  - PEI Demographic Information
  - Data that tracks the reduction of prolonged suffering that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning
    - CANS and PSC-35 at intake, every six months and at discharge
  - Number of referrals to treatment, and kind of treatment to which person was referred.
  - 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.
  - Duration of untreated mental illness.
    - Duration of untreated mental illness shall be measured for persons who are referred to treatment and who have not previously received treatment as follows:
      - The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.
  - The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.
  - Contractor shall provide standard PEI evaluation data forms by the 10<sup>th</sup> of each month to the MHSA Evaluation contractor/staff member.
  - A Mid-year Progress Report within 30 days of the end of the second quarter (Q2 ends 12/31; report due 2/1). An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1).
  - A Three-Year Program and Evaluation Report is due every three years to the county. For example a Three-Year Evaluation Report due August 1, 2018 for fiscal years 2015-2016, 2016-2017 and 2017-2018 combined. The Three-Year Program

- Report is due no later than August 1st every three years thereafter (due 8/1/21, 8/1/24, 8/1/27...) and should report on the evaluation(s) for the three fiscal years prior to the due date for those services rendered by the Contractor.
- Any MHSA Progress or Evaluation report that is required, and/or 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 contract as may be necessary for the County to conform to MHSA PEI regulations pertaining to data reporting.
  - CSS Regulation Requirements
    - Individuals treated under the CSS regulation time frames are to be reported separately from PEI clients;
    - Quarterly Progress Reports within 30 days of the end of each quarter (Q1 ends Aug 31; report due Oct 1, etc.);
    - An Annual Progress Report within 30 days of the end of the fiscal year;
    - Any MHSA Progress or Evaluation report that is required, and/or 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 contract as may be necessary for the County to conform to MHSA CSS regulations pertaining to data reporting.

**Stabilization funds**

Contractor will reserve approximately \$5,000 per year to aid families with specific emergent needs; appropriateness of need will be determined at the discretion of the contractor and be consistent with the case plan. Stabilization funds are intended to support activities and basic life needs directly related to Family Preservation. 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 help families create stability and permanence for their children. The use of these funds may make a difference between the success and failure of treatment, and the County encourages these expenditures within the scope of program services as identified in this contract. The contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall abide by the following allowable costs guidelines:  
 Allowable **costs** are those directly related to meeting a clients planned goals and outcomes. They may include, but are not limited to, the following:

<ul style="list-style-type: none"> <li>● Auto Repair/Maintenance</li> <li>● Childcare</li> <li>● Child participation in sport or activity</li> <li>● Client transportation</li> <li>● Clothing assistance</li> <li>● Dental Care/Treatment</li> <li>● Emergency and Temporary shelter</li> </ul>	<ul style="list-style-type: none"> <li>● Family Activity</li> <li>● Food</li> <li>● Hygiene assistance</li> <li>● Housing assistance</li> <li>● Job placement</li> <li>● Medical Care/Treatment</li> <li>● Supplies for celebrating an achievement</li> <li>● Youth Mentoring</li> </ul>
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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 B) or a form that Contractor creates with the same information on it. This contractor form will be approved by the county.
- 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.

Goal: Contractor will give quarterly reports to the county

Objectives:

- Contractor will report demographic information on the children served
- Contractor will report number of days from referral to first contract
- Contractor will report results of the outcome measures as stated above
- Contractor will report length of treatment
- Contractor will report on the use of Stabilization Funds
- Quarterly Promoting Safe and Stable Families (PSSF) Service Goals and Outcomes summary report which includes demographic tracking
- Monthly list of referrals and number of families engaged
- Submission of satisfaction surveys and intake forms (monthly or on a flow basis).
- Contractor will report duration of untreated mental illness
- Contractor will provide other reasonable data to County as needed to complete reports to funders (such as First Five).
- At the end of term of the contract, no later than July 20<sup>th</sup>, Contractor shall submit a comprehensive written report to the Nevada County CWS Program Manager and Behavioral Health Children's Program Manager and MHSA Evaluator. The report shall include all necessary documentation, evaluations and outcomes of the program.
- Contractor shall provide fiscal reports to County monthly.

**Quality Assurance/Utilization Review/Compliance** – The standard requirements in Regulations and the MH Plan contract shall apply to the services provided through this contract.

## **CERNER BEHAVIORAL HEALTH SOLUTION:**

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 the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, other clinical documentation, and any 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.

**County's Responsibilities:**

County's Behavioral Health Department shall provide a Quality Assurance Team who will:

1. Inform Contractor of County's documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures;
2. Provide training as needed;
3. Review Contractors procedures; and
4. Submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**SIERRA FOREVER FAMILIES**

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$ 965,301 for the term of this contract.

**Contract Maximum is based on the estimated budget (see Attachment A).**

The table below shows the target number of billable minutes and dollar amounts.

**SIERRA FOREVER FAMILIES**  
**Calculation of Estimated Units**

<b>Service and Rate Table</b>	
<b>Type of Service</b>	<b>Interim Rate</b>
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
<b>Target Annual Services to Medi-Cal Beneficiaries \$</b>	<b>859,118</b>
Target Annual Billable Units	344,437
Target Monthly Billable Svc \$	71,593
Target Monthly Billable Units	28,703
<b>Target Annual Non-Medi-Cal Services \$</b>	<b>106,183</b>
Target Annual Non-Billable Units	52,566
Target Monthly Non-Billable Svc \$	8,849
Target Monthly Non-Billable Units	4,380
<b>Total Contract Amount</b>	<b>965,301</b>

**Billing and Service Documentation**

The table above shows the expected number of billable units and revenue to be produced under this contract at the current Interim Rates. Interim Rates will be reviewed quarterly and may be changed based on analysis of the current Interim Rates. No interim rate change will occur

without approval from County Director of Behavioral Health. Payment shall be at the Interim Rate effective on the day the service is rendered.

If Contractor already has a State Department of Health Care Services (DHCS) approved negotiated rate in County for the specific services to be provided, the Negotiated Rate shall apply in place of the Interim Rate.

All Rates are subject to the Settlement provisions below for both billable and non-billable services.

The County and Contractor shall periodically review the units of time for Medi-Cal services submitted through this Contract, and at the discretion of the Director of Behavioral Health, and then as mutually agreeable to both parties will renegotiate the Agreement if: either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or if the proportion of Medi-Cal/Billable units to total units of service fall below the 85% target.

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 will: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

Contractor shall submit monthly invoice with detail and summary 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 will identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County. All documentation time should normally be included in the maximum minutes per visit at a rate of 10 minutes of documentation to every 50 minutes of service.

Contractor shall remit payment to the County in the amount of 2.75% of the total amount of each monthly invoice. This payment shall be for the County monitoring charge.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period.

Contractor shall submit invoices, monitoring charge payments, and reports to:

Nevada County Health & Human Services Agency  
Attn: BH Fiscal Staff  
950 Maidu Avenue  
Nevada City, CA 95959



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 of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing. Monitoring charge payment is due within thirty (30) days of payment from County.

### **Cost Settlement**

Contractor shall submit an annual Cost Report on the State Department of Health Care Services' mandated forms—in compliance with the 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 will 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 Actual Cost, Published Charge, or County Maximum Allowance (CMA).

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

### **Audits**

Contractor will submit to DHCS Medi-Cal or County Fiscal or Quality Assurance Audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual DHCS/Federal Audit may not occur until five years 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 Contractors 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.

**ATTACHMENT “A”**

**SIERRA FOREVER FAMILIES**

**Nevada County Family Preservation/EPSTD/DF**

<b>EXPENSES PERSONNEL COSTS</b>	<b>FTE</b>	<b>Total Budget</b>
Family Support Specialists	3.00	151,732
Clinical Manager	0.25	23,750
Supervisor	1.00	80,000
Clinicians	5.00	304,000
Office Assistant II	0.50	20,681
<b>Subtotal Personnel:</b>	<b>9.75</b>	<b>580,163</b>
Benefits/Payroll Taxes		127,636
<b>TOTAL PERSONNEL:</b>		<b>707,799</b>
<b>OPERATING EXPENSES</b>		
Travel/Mileage		22,000
Telephone/Cell Phone/Internet Service		11,488
Therapeutic Supplies-Sand Tray Display		3,000
PCIT Room-Equipment/Mirror, TI-Soundproofing Therapy Rooms		12,000
Computer/Teleconferencing Equipment		4,000
Printing		500
Occupancy		41,176
Utilities		4,439
Facilities Maintenance		5,390
Equipment Lease-Copier		2,616
Training/Conferences		15,000
Insurance		4,581
Office/Program Supplies		2,000
Stabilization Fund		12,000
<b>TOTAL OPERATING EXPENSES:</b>		<b>140,190</b>
<b>Subtotal Operating Expenses &amp; Personnel:</b>		<b>847,989</b>
G&A		91,477
2.75% County Monitoring Fee		25,835
<b>TOTAL EXPENSES</b>		<b>965,301</b>

Attachment "B"

**NEVADA COUNTY BEHAVIORAL HEALTH  
STABILIZATION FUNDING REQUEST FORM**

Person Making Request: Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Date of Request: \_\_\_\_\_ COUNTY VENDOR I.D. NO. \_\_\_\_\_

Payment To: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ FAX: \_\_\_\_\_

*DESCRIPTION OF SERVICES COVERED BY PAYMENT:*

Date Funds are Needed by Participant: \_\_\_\_\_

Program (check one): \_\_\_ FACT Children's \_\_\_ FACT Adult \_\_\_ MHSA Children's \_\_\_ MHSA Adult

Payment For: (Participant(s) Name) \_\_\_\_\_

Payment Totals: \$ \_\_\_\_\_

Payment Method  Credit Card \$ \_\_\_\_\_

Check/Warrant \$ \_\_\_\_\_

Other Payment form \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

**PURCHASE APPROVED BY**

Executive Director Signature \_\_\_\_\_ Date: \_\_\_\_\_

**For Accounting Use Only**

**Org Code** \_\_\_\_\_

**Project Code Number** \_\_\_\_\_

**EXHIBIT "C"**

**SCHEDULE OF CHANGES**

(Personal Services Contract - Mental Health)

**BEHAVIORAL HEALTH PROVISIONS**

Sections 35 through 37 are hereby added to read as follows:

**35. 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 the Contractor and 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>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. 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 Agreement shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health 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:
1. 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.
  2. Date of birth and Social Security Number (in the case of an individual).
  3. 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.
  4. 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.

5. 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.
6. 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 agreement.
- 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.

IV. 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 Medi-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.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The 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.

### **36. 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 the Department of Behavioral Health 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 (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the 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 25<sup>th</sup> 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 the 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 the 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 Agreement.

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 Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) 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, Mental Health Services Act (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 Title 42, Code of Federal Regulations (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 the 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.

**37. 42 C.F.R. Laws and Regulations: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)**

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) 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. § 438.610, Contractor shall not knowingly have a relationship with the following:

- (a) 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.
- (b) 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. § 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 the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement.
- (e) The 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 the County finds that Contractor is not in compliance, the County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing agreement with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Agreement; or
- (c) May not renew or otherwise extend the duration of an existing agreement 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 agreement 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 Agreement.

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

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the 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 the 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 the 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. §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 (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I 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. §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. § 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 Agreement, 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 “D”**

**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 the 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 agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the 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 agreement 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 agreement, 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 Protected Health Information 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 the 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 the 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 the Contractor on behalf of COUNTY available to the 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 agreement 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 agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
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 the Contractor with respect to this agreement 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 agreement.

**EXHIBIT "E"**  
**(for use with HSA PSK for CFDA-funded Subrecipients)**

**Subrecipient Compliance with OMB Uniform Guidance (12/26/13)**

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
  - A review of required reports
  - Verification of audits
  - Methodology to address noncompliance
  - Issuance of management decision on audit findings within six (6) months
  - On site reviews
  - Training and technical assistance to Subrecipient

Contractor approves this page \_\_\_\_\_