



# RESOLUTION No. 22-308

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH VICTOR COMMUNITY SUPPORT SERVICES, INC. FOR THE PROVISION OF WRAPAROUND AND THERAPEUTIC BEHAVIOR SERVICES (TBS) IN THE MAXIMUM AMOUNT OF \$2,783,222 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023

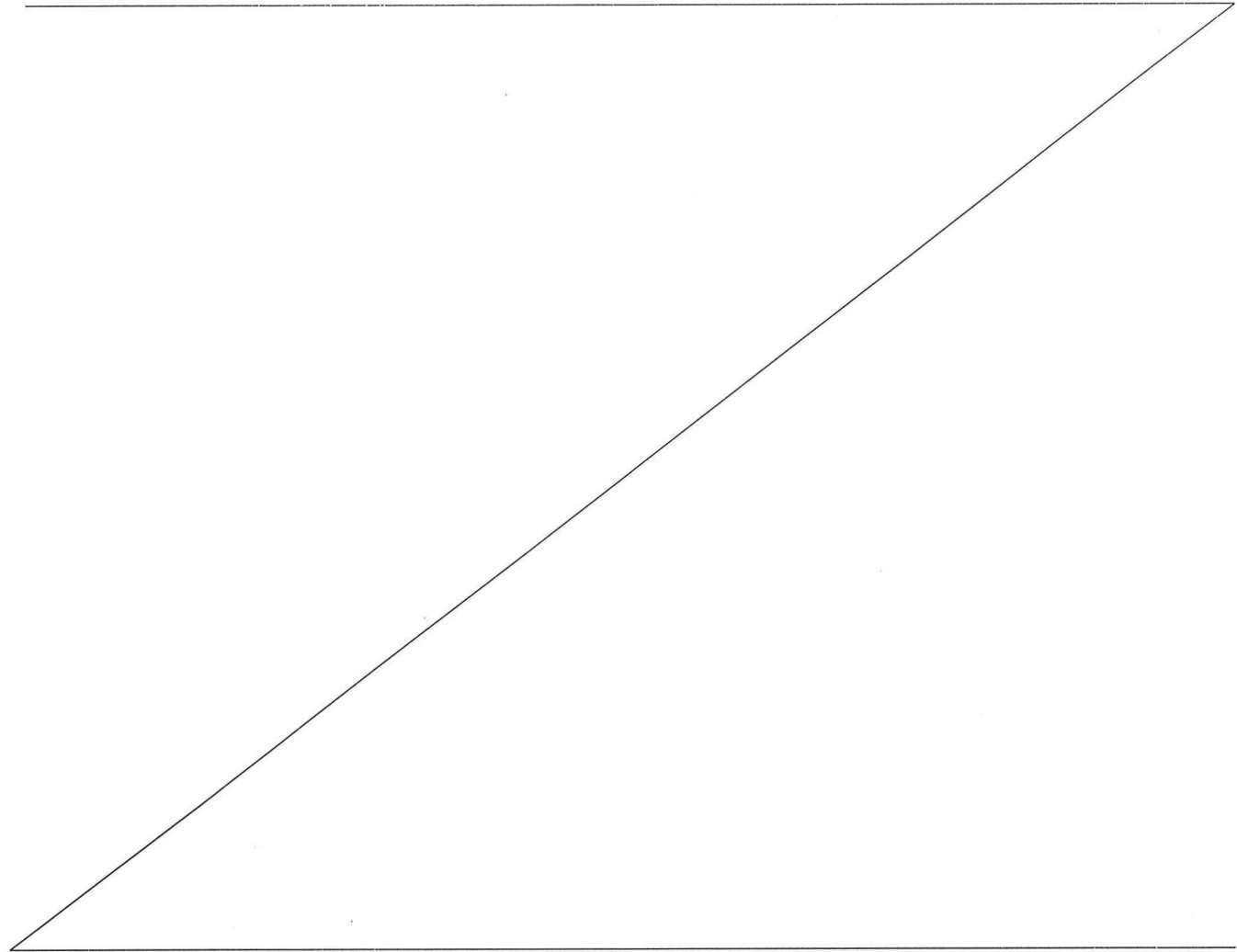
WHEREAS, the Behavioral Health Department wishes to renew their annual contract with Victor Community Support Services, Inc. for Mental Health Services Act (MHSA) Program Services for providing comprehensive treatment services for eligible children/youth and adults with severe mental illness; and

WHEREAS, the Victor Community Support Services will also provide Wraparound services as consistent with Nevada County's approved Senate Bill (SB) 163 plan; and

WHEREAS, the goal in providing contracted services is to reduce hospitalization and out of home placements, reduce recidivism rates for juvenile offenders with the criminal justice system, improve school performance for juveniles, improve targeted behaviors and connections to the community, and to utilize the most efficient/effective use of resources to provide the least restrictive and most appropriate level of care for all program participants.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and Victor Community Support Services, Inc. pertaining to the provision of Mental Health Services Act (MHSA), Wraparound and Therapeutic Behavior Services (TBS) in the maximum amount of \$2,783,222 for the term of July 1, 2022 through June 30, 2023 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada. This contract is contingent upon the adoption of the Fiscal Year 2022/23 County Budget which is scheduled for adoption on June 28, 2022. The contract begins on July 1, 2022.

Funds to be disbursed from accounts: 1589-40104-493-1000/521520;  
1512-40104-493-1000/521520;  
1589-40110-493-8302/521520;  
1512-40110-493-1000/521520



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

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

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

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

8/10/2022 cc: BH\*  
AC\*(release)  
VCSS, Inc.\*

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

**Contract No.** 22-308

**Contract Description:** **Provision of services related to the Mental Health Services Act (MHSA), Wraparound and Therapeutic Behavior Services (TBS).**

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

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of June 28, 2022 by and between the County of Nevada, ("County"), and Victor Community Support Services, Inc. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Million Seven Hundred Eighty Three Thousand Two Hundred Twenty Two Dollars (\$2,783,222).**
3. **Term** This Contract shall commence on July 1, 2022 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and,



in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to

workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.

18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

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

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

21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
22. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
23. **Termination.**
- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
  - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
  - C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
  - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
  - E. Any notice to be provided under this section may be given by the Agency Director.
  - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be



paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any

Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

32. **Additional Contractor Responsibilities**

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

with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department		Victor Community Support Services, Inc.	
Address:	500 Crown Point Circle	Address	1360 East Lassen Avenue
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Chico, California
Attn:	Cindy Morgan	Attn:	Sabrina Roye
Email:	Cindy.Morgan@co.nevada.ca.us	Email:	Sroye@victor.org
Phone:	(530) 265-1779	Phone:	(530) 230-1217

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



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

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

**COUNTY OF NEVADA:**

By: *Susan Hoek*  
Susan Hoek (Aug 10, 2022 13:22 PDT)

Date: 08/10/2022

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

By: *Julie Patterson Hunter*

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

**CONTRACTOR:** Victor Community Support Services, Inc.

By: *Edward Hackett*

Date: 07/22/2022

Name: Ed Hackett

\* Title: CFO

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

**Exhibits**

**Exhibit A: Schedule of Services**

**Exhibit B: Schedule of Charges and Payments**

**Exhibit C: Insurance Requirements**

**Exhibit D: Behavioral Health Provisions**

**Exhibit E: Schedule of HIPAA Provisions**

**Summary Page**

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**VICTOR COMMUNITY SUPPORT SERVICES, INC.**

Victor Community Support Services, Inc., hereinafter referred to as "Contractor" shall provide services and programs listed below for the Nevada County Behavioral Health Department, hereinafter referred to as "County".

**Clients Served:** The ongoing caseload of qualified juveniles to be served by the Wraparound Informed Full-Service Partnership model and Therapeutic Behavioral Services (TBS) under this agreement is 65 children for Western County. For Therapeutic Behavioral Services (TBS), an ongoing caseload of qualified juveniles is 8-10 individuals, in either Western or Eastern County. Individuals may be eligible to receive TBS as an adjunctive service while enrolled in the Wraparound program, or they may receive TBS exclusively. For Eastern County, an ongoing caseload of qualified adults to be served is estimated to be 5-10 individuals and an ongoing caseload of qualified juveniles to be served is 5-8 including children served under Wraparound and TBS children for Eastern County.

**List of Services/Authorization Responsibilities**

1. Mental Health Services
2. Case Management, Brokerage
3. Medication Support
4. Crisis Intervention
5. Therapeutic Behavioral Services (TBS)
6. Mental Health Services Act (MHSA) outreach
7. Wraparound Informed Full-Service Partnership (FSP)
8. Katie A. (Pathways to Well-Being) services including Intensive Case Coordination (ICC) and In Home Based Services (IHBS)
9. Authorization of outpatient Mental Health Services and Medication Support

**Programs/Client Populations Served**

1. Eastern and Western Nevada County
2. Child Welfare Services (CWS) and Probation youth needing full-service partnership
3. SB163 Children and youth
4. Children in the Katie A subclass
5. Individuals experiencing signs of early psychosis symptoms
6. Other clients as referred

**Staffing and Facilities**

The Contractor will maintain positions consistent with the principles of Full-Service Partnership Mental Health Services, Therapeutic Behavioral Services, SB163 Wraparound and other standards of service related to this contract, including but not limited to:

- Director and Clinical Supervisors
- Psychiatrist
- Psychotherapists
- Case Manager/Facilitator/Mental Health Rehabilitation Specialist

- Family Support Counselors Substance Abuse Counselor
- Family Parent Partner

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

**Program Services Eastern and Western County:**

**I. Target Population**

All Contractor services will be targeted to serve Nevada County children and their families.

All referred individuals will meet the established County’s criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services will be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services will be provided to children up through age 22 that meet program eligibility requirements.

These individuals, because of their diagnosis are:

- 1) at risk of, or history of psychiatric hospitalization, residential care or out of home placement;
- 2) homeless or at risk of being homeless;
- 3) at risk of aging out of foster care without permanent supportive relationships;
- 4) at risk of academic failure or current school disciplinary problems;
- 5) at risk of or current involvement in the juvenile justice system
- 6) in the Katie A subclass of children.

This population also includes CWS and Probation youth needing FSP services.

Special attention will be provided to the outreach and engagement of the County’s Latino population, and the outreach and provision to the more remote and underserved areas of the county including Truckee and North San Juan.

All referrals to the program will be screened and authorized by the County using mutually agreed upon established protocols. Referrals will be evaluated using the Child and Adolescent Needs and Strengths (CANS) assessment tool in collaboration between Contractor and County Access Team members. Specific needs and risk thresholds agreed upon by Contractor and the Access Team must be met on the CANS in the domains of Living Situation, Risk Behaviors, Life Functioning, and Mental/Behavioral/Emotional Needs in order to refer into Contractor program. Priority admission protocols will be established for children and youth at imminent risk of loss of current placement or hospitalization so they can receive expedited access to avoid placement disruption or more intensive levels of care.

Contractor shall implement all services consistent with the principles of Wraparound standards of service. Each Contractor position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

## **II. Intensive Full-Service Partnership Wraparound Services**

Contractor shall provide Wraparound Services as a Full-Service Partnership (FSP) consistent with Nevada County's approved Senate Bill 163 plan. The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. It includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through an interagency collaborative approach that includes family participation and the family as an active team member. Contractor shall provide Wraparound services to eligible children, youth and their families in Nevada County.

Contractor will utilize a "no reject, no eject" philosophy.

### **A. Comprehensive Program Description for MHSA Wraparound Team**

Contractor shall provide Wraparound services as a Full-Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. Each Team position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. Wraparound includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through the Child and Family Team. The Wraparound team will attempt contact with youth and family within three business days of receiving the referral.

In the process of providing Wraparound services, Contractor shall commit to meeting the specialized needs in Nevada County while ensuring that the MHSA principles- consumer and

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

family driven services that promote wellness and resilience are embedded in all services strategies.

Contractor shall serve as the lead organization. Additionally, Contractor expects to subcontract with other providers with the approval of County for the delivery of mental health treatment services. Contractor will be solely responsible for the delivery of Wraparound contracted services.

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

Services will consist of a well-defined planning and service delivery methodology, with the following included as key components of services:

- The FSP team will attempt contact with the youth and family within three business days and offer a face to face intake appointment within ten business days of receiving the referral. FSP team will provide weekly update to County on status of each referral.
- An individualized culturally appropriate Individualized Service Plan (ISP) is developed by a Child and Family Team (CFT), the people who know the child and family best. Service planning and delivery are culturally competent. Service strategies utilize natural supports of the family and reflect the family's preferences, values, and norms and including language needs other than English.
- The plan is needs-driven rather than service-driven. The service strategies may include, but are never limited to, traditional mental health or other human service programs. Plans reflect strategies to achieve the hopes and dreams of children, youth and families for the life they want for themselves.
- The plan is family-centered rather than child-centered. The plan reflects the unique strengths, values, norms, and preferences of the family.
- The parent and youth are integral members of the team, whose access and voice in planning and decisions, as well as choice in selecting priorities and strategies creates ownership of their plan and the process.
- The plan is strength-based. A discovery of inherent functional assets, talents, strengths and resources including the positive reframing of assets and strengths demonstrated within problems is key in wraparound planning and empowering change strategies.
- The plan is focused on normalization, creating a vision with the child and his/her family of what constitutes a "normal" desired future for that child and family.
- The team makes a commitment to unconditional care. Services are adjusted to meet the changing needs of the child and family (no client is rejected or ejected from the program as the result of problems). As long as services are desired by the family and authorized by the payor, the team keeps working.

- Teams have capacity to create individualized services and resources, in addition to blending or reshaping categorical services. Services reflect the unique needs of the child and family.
- Services are community-based. If hospitalization or other out of home service is required, these service modalities are used as resources and not as a place to live. County must pre-authorize any hospitalization or residential placement referrals made for children/youth for services provided under this Agreement.
- Planning and interventions are comprehensive and holistic. Plans reflect identified needs in multiple life domains including, but not limited to, safety, family life, social and recreational opportunity, housing, economic stability, educational/vocational success, medical, legal, psychological/emotional, and spiritual.
- Flexible funding financially supports families to meet their needs when other resources are unavailable.
- Outcome measures are identified, and the plan is evaluated and revised often.

#### **Wraparound Informed FSP Service Structure:**

The Wrap around Facilitator will rapidly identify and engage a Child and Family Team (CFT) made up of the child/youth, the family, identified involved professionals and others who are invested in this child and/or family's success. Additional Wrap around staff including a Family Parent Partner, Behavioral Specialists, Psychiatrist and Therapists will participate as needed. By the end of the wrap around process, the goal is that more natural, unpaid supports are on the team than professionals. Together, the team will develop and implement an ISP that addresses the child and family's concerns while identifying and building on strengths and resources.

The FSP will demonstrate the team's ability to translate the child or youth's and/or caregiver's target behaviors into an understanding of the underlying function and needs the behavior is expressing. The function may reflect a biochemical imbalance, the impact of trauma, learning disabilities, or insufficient concrete resources such as food, clothing or shelter. Interventions will be customized to improve family and child functioning across multiple life domains. Special attention will be paid to recognizing and ensuring appropriate response to drug and alcohol and co-occurring disorders to ensure appropriate access to resources. Contractor will work with a wide variety of community organizations to support access to available resources.

Services will be provided in home and community settings and will be available when and where the problematic behaviors occur. Planning meetings will occur at times and locations for the convenience of the family. Interventions and strategies will be developed to resolve presenting crisis situations and individualized safety plans will be refined as behavior and identified needs change. Plans will move from reactive strategies to proactive coping and replacement strategies with development of sustainable support resources. Planned service can occur any time of day or day of the week, as needed. Easy access to staff will be available 24/7 in response to unplanned service needs, supporting and coaching families to follow safety plans, making adaptations as needed, or providing emotional support.



**Wraparound Informed FSP Services shall integrate the following:**

- An assessment and completion of an ISP. The ISP is developed and implemented by the CFT as the primary deliverable of Phase 2 while reflecting perspectives of all team members, the plan is dominated by the vision and goals set by the family. Ensuring safety is always included as a non-negotiable goal. The implementation of the plan and follow-through on action items is monitored by the Contractor facilitator and reviewed at every CFT meeting. Plans are evaluated by the team members. As changes are agreed upon by the team, the notes of the CFT meeting record those changes.
- 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)
- Enter CANS and PSC-35 data into 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.
  - A complete range of mental health services will be incorporated into service delivery consistent with the needs of the youth and family and as identified in the ISP.
  - Services will include psychiatric assessment; medication support; individual, family and group mental health treatment services as appropriate and desired; rehabilitation services; collateral services; intensive care coordination and case management. Services will be provided in alignment with the plan defined in the CFT.
    - In Eastern County psychiatry will be provided by the county
  - Contractor shall use Evidence Based Practices including, but not limited to: Cognitive Behavioral Therapy, Trauma Focused Cognitive Behavioral Therapy, Parent-Child Interaction Therapy, Aggression Replacement Training, Moral Reconciliation Training, Functional Family Therapy, Narrative Therapy, Dialectical Behavioral Therapy, EMDR, and Cognitive Behavioral Interventions for Substance Abuse.
  - Services are available 24/7 to meet planned needs for children and families. Staff will routinely be scheduled at times and locations that meet the needs and preferences of children and families. This may include early mornings, evenings, weekends or any other time that determined by the ISP. Staff presence in the home can be increased or decreased, as needed, to monitor, motivate, teach and model child and care-provider behaviors that support effective communication and constructive problem solving. Intervention strategies and development of resources are planned to respond to identified needs and goals. Staff and contract resources will provide individualized support and services, consistent with the ISP, including behavioral interventions, cognitive interventions including self-management and coping strategies, medication evaluation and support services, linkage to community resources, mental health treatment, psychosocial education, self-help support groups, and other interventions that develop and support confidence and competence building to achieve self-direction and self-care. All staff

carries a cell phone during working hours; the ability to provide encouragement, coaching and support is available when needed.

- Staff works proactively with caregivers to predict timing of predictable crisis and to incorporate strategies to manage them into individualized safety plans. Reactive strategies describe the predicted situation, and what each of the family or support system members will do to ensure safety and to de-escalate the event. Proactive strategies help the family take steps to avoid predictable crisis and to prevent problems from getting worse when they do occur. Safety plans typically include extended family and community members to ensure sustainability over time. A crisis in the child and family that cannot be handled by using the safety plan strategies will mobilize professional and natural family supports in response. These events trigger review and revision of the safety plan within the CFT, including identification and prioritization of new goals in the Individualized Service Plan as needed.
- Contractor will develop effective and reliable 24/7 Quick Response (on-call) protocols for urgent and emerging situations. The purpose of the Quick Response is to ensure dependable, predictable response for families in time of crisis or concern outside of normal business hours. Participation in the Quick Response rotation is a job expectation for all direct service staff. The Quick Response team is available during non-business hours 7 days per week including holidays. Staff is required to ensure telephone/cell phones are operational while they are on-call and that they respond to any call within a 10-minute window. Children and families are provided the Quick Response contact number as part of the intake process and encouraged to post it in an easily accessible place near the telephone. A Quick Response rotation ensures families have immediate access to a knowledgeable team of staff who has access to pertinent clinical, social support network, and safety plan information via an electronic record during non-routine business hours. If face-to-face intervention and/or support are required, staff is dispatched to arrive within 60 minutes, depending on time of day, distance, and traffic conditions. In Eastern County, in circumstances that warrant a face to face intervention when staff are not available to respond in person immediately, a face to face intervention will be coordinated within the next business day. Every Quick Response call is followed up with a debriefing to the assigned Facilitator about what worked and what did not to provide information for the refinement of the safety plan. The quick response team is led by a member of the Wraparound clinical team who carries the on-call phone, screens and evaluates the calls and provides telephone coaching using the established safety plan and other available information and can provide face-to-face response. The Clinical Supervisor or Executive Director is available for consultation and back-up and has the authority to dispatch staff for face to face intervention if needed. Staff is required to consult with supervisory personnel prior to face to face response and prior to contact with law enforcement, or immediately after if there is an urgent safety concern. Contractor will provide linkage to after-hours psychiatric care via the hospital emergency room. Contractor will work with County to ensure that children who may need an evaluation for involuntary hospitalization are able to access services.
- Contractor will notify County within twenty-four hours of: unusual, aggressive, or high-risk behavior or threats of violence, by Participant or Participant's family; if a Participant or their family is hurt; if the Participant or their family is refusing to participate in services or want to terminate services; any other similar circumstance that would warrant

notification.

### **Length of Services:**

Contractor will refine the following outlined Phases to include specific County requirements, as needed.

- **Engagement:** Establishes the team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. The primary interventions methods are engagement of the youth and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de- escalation and stabilization. The child and family are supported to identify their initial goals and the requirements of the court, as applicable. The initial members of the CFT are identified and engaged. (Typically, up to 30 days)
  - **Engagement Activities:**
    - Identifying the family mission statement
    - Listening to the family's story
    - Seeking to understand the family's needs
    - Developing team agreements driven by the family cultural practices
    - Empathizing with the family's current situation
    - Development of Safety Plan
    - Connection Mapping
    - Assessment of family's strengths utilizing CANS
  
- **Planning:** Establishes the initial plans and intervention strategies, using the resources of the team and the community. Safety issues are explored more deeply with specific plans for management of those issues long term. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the ISP. Initial crises are stabilized, freeing the child, family and other team members to focus on prioritization of larger needs and goals. The group supports early successes to feed motivation, confidence and a sense of hope. The primary intervention strategies are group facilitation to identify and prioritize goals and underlying needs. Immediate strategies focus on behavioral and environmental interventions in response to safety and other prioritized issues, providing education regarding "normal" development and the impact of mental illness and trauma on development, and the identification and development of natural support resources. Utilization of CANS supports the planning process by prioritizing domains and goals. Domains, as identified in the CANS, with scores of 2 or 3 are discussed within the CFT to ensure those areas are incorporated into the plan. All court ordered requirements are integrated into the plan when a family is involved with probation. Goals are developed to address an unmet need via the family's strengths, resources and supports. The result is the ISP that is developed for each participant and family and is updated frequently throughout the provision of Wraparound services. CANS will be completed within 30 days of opening, and every 6 months of subsequent treatment. (Typically, 30 days)

- **Implementation and Service Delivery:** Refines and continues the work done in Planning. The team holds regular CFT meetings facilitated by the Contractor Facilitator. A CFT meeting serves as a forum to celebrate achievements, evaluate progress on goals, problem solve and delegate responsibilities to team members. CFT meetings ensure that services involve families as full participants with service plans based on the unique values, strengths, norms and preferences of the families. Strategies are tried, refined, and replaced in the context of the CFT. As needs are resolved, additional goals and needs are prioritized. Learning to take and share reasonable risks is a major task. An effective CFT meeting requires the active participation of the children, caregivers, informal supports and natural supports – collaboration among team members is essential. It is recommended that natural supports outnumber service providers in order to encourage family voice, independent decision making, the sharing of tasks and moving toward self-sufficiency. Often, many of the family's natural supports cannot physically attend a CFT meeting due to proximity or availability. Contractors' staff are trained to recognize that physical presence is not the only way to be present at a CFT and will utilize the connection map when considering task assignments, always mindful of the various natural supports and community resources that may be available. Celebration of successes and appreciating what has been accomplished is important. Strategies primarily involve positive behavioral interventions, building on strengths and preferences. Cognitive tools and methods are incorporated to strengthen self-management skills of children and adults. Parent education and self-help support is essential. Enduring natural supports are developed and incorporated in plan strategies. (Typically, 6 to 7 months)
- **Transition:** While transition planning is addressed from the beginning of service this ensures that as Wraparound completes its work, safety plans are in place for the future, enduring natural supports are reliably in place and aftercare resources are identified, as necessary. Celebration throughout the Wrap process cements confidence and mastery. Celebration at the transition from Wraparound creates a symbolic marker, acknowledging that the process is complete with a look-back appreciation for all that has been accomplished. During transition, the frequency of CFT's is lessened and families may begin to facilitate these meetings on their own to ensure the family has access and confidence in drawing upon natural and community resources to address needs when the wraparound team has concluded service. A thorough and individualized transition plan is created with the family which includes, but is not limited to: additional referrals, community resources, contact information and copies of documents that were utilized throughout the Wraparound process which may be helpful to the families in addressing needs in the future. (Typically, 1 to 2 months)

Total length of stay will average 8-10 months; however, specific discharge dates will be determined by the child and family's response to service and attainment of service objectives.

Contractor will include youth and family members into the development, implementation and oversight of service delivery and special activities, Contractor will have paid Family Parent Partners, who are parents who had children involved in the system and their children successfully have returned home.

### **III. Program Services - Early Psychosis Intervention (EPI) Program**

Contractor will implement the Early Psychosis Intervention (EPI) Program in collaboration with Nevada County Behavioral Health (NCBH), the UC Davis Early Diagnosis and Preventative Treatment (EDAPT) Clinic, and CalMHSA. This program is funded through the Mental Health Services Oversight and Accountability Commission (MHSOAC) Early Psychosis Intervention (EPI) Plus grant.

Half of all mental illnesses begin by age 14, and 75 percent by age 24. Psychotic symptoms, such as hallucinations and delusions, often emerge between the ages of 15 and 25. The EPI program will serve individuals experiencing their first episode of psychosis, utilizing evidence-based treatment models for early psychosis and mood disorder detection and intervention.

#### **Contractor responsibilities:**

- Assist with community education about early psychosis and the EPI program and criteria
- Hire Family Parent Partner and Facilitator dedicated to serve EPI program participants
- Connect EPI participants to UC Davis EDAPT Clinic for services including psychiatry and therapy, including assistance with transportation to appointments as needed
- Participate in collaborative team meetings with UC Davis clinical staff and other designated community partners regarding
- Participate in grant administration meetings with County, UC Davis, CalMHSA, Mono County, and Alpine County to discuss program implementation and performance
- EPI staff will participate in EPI Technical Assistance trainings provided through the grant
- Contribute to grant-required data reporting, which may include data entry into the UC Davis EPI-CAL network and any other reporting metrics required by the MHSOAC.

While the Family Parent Partner and Facilitator positions have productivity expectations of 54%, County agrees to fully reimburse Contractor for the cost of the EPI Program, regardless of the level of Medi-Cal billing.

### **IV. Program Services – Therapeutic Behavioral Services (TBS):**

- **Target Population:** includes mental health services for youth who have severe emotional problems, placed in group homes, youth at risk of placement in a Short-Term Residential Treatment Program or have been hospitalized recently for mental health problems.
- **Program Description:** TBS is one to one contact between a mental health provider and a beneficiary for a specified short period of time, to prevent placement in a group home, or psychiatric hospital or to enable transition from those institutions to a lower level of care. TBS helps to resolve changes in target behaviors and achieving short term goals.

Contractor shall follow all state requirements on authorization, reporting and time restriction requirements.

### **Program Services – Authorization:**

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

### **Stabilization Funds**

#### **Stabilization Funding Request Overview, Allowable Costs, & Procedures**

##### **Overview**

Stabilization funds are intended to support activities and basic life needs directly related to the Wraparound FSP program. The purpose of the stabilization funds is to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the goals and outcomes developed by the CFT. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to the Wraparound program. The use of these funds may make a difference between the success or 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 A) or a similar form that has been approved by the County.
- All requests shall be signed by Contractor’s Director (or his/her designee) prior to payment, for final authorization.
- Expenditure shall be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County.
- Once services have been rendered, receipts will be retained in contractor files.

**Grant/Funding Authorization**

Stabilization/Flexible Funding is authorized by: the MHSA and SB163 Plans. Expenditures for flexible funding must be included in costs such that Contractor does not exceed County Maximum Allowance (CMA).

**Performance Measures:**

Goal	Objective
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 Comprehensive Child & Adolescent Needs and Strengths (CANS) instrument between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will attempt 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 offer appointment for face-to-face contact with 80% 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 become 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. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

**Medi-Cal Performance Measurement Goals:**

- Contractor shall maintain productivity standards sufficient to generate target service levels as outlined in Exhibit B. For Eastern County, it is noted that productivity standards may not be met.
- 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.
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**Adult Services (Eastern County Only):**

**Purpose:** A portion of this contract is funded with Mental Health Services Act (MHSA) Innovation funds. The goal of the Innovation program is to design, develop, and evaluate various approaches to

create one coordinated system of care across two counties in the Tahoe Truckee area. This contract will create and enhance cross-county interagency structure; develop shared goals; and coordinate services and funding to improve outcomes for persons who need mental health services. The contract will identify opportunities to remove barriers to improve access to services and efficiently utilize limited resources in the Tahoe Truckee area, and in addition provide opportunities to learn how to share resources across counties.

Contractor agrees to provide services to Medi-cal eligible persons who have a mental illness. The population served shall include identified Nevada County Behavioral Health clients who reside in Eastern Nevada County and other Eastern Nevada County residences with mental health needs. Contractor shall support these clients in a comprehensive model of personal service coordination based on a client - and family - centered philosophy of doing as much as possible to assist individuals diagnosed with serious mental illness to lead independent, meaningful, and productive lives.

Contractor will work collaboratively with other service providers in the area including, but not limited to: The Homeless Outreach Worker and other key staff located within Sierra Community House and Nevada County, Contractor will receive referrals from a variety of sources including but not limited to, community partners, Nevada County Behavioral Health, other County departments, Tahoe Forest Hospital.

### **1. Staffing Contractor**

Contractor shall provide a part-time (.5FTE) Case Manager (also known as a Facilitator) who shall perform the following duties:

- Case Manager- ensures client's treatment needs are met. Helps provide linkage to formal and informal supports. Assists with Medi-Cal assessments as needed along with other charting, and documentation. Ensures clients access to meet health needs. Personal Service Coordinator also attends court hearings with the individual to advocate on the behalf of client for mental health treatment, instead of jail time when appropriate. Outreach and advocacy also include establishing positive relationships with public defender's office and attorneys. Develops housing resources in the community through linkage and partnerships. Assists clients in locating and maintaining housing. Develops employment resources in the community through linkage and partnerships. Assists clients with developing job skills needed for the careers they choose to explore. Assists clients with locating job opportunities and provides support for the clients work experience. Assists the client with connecting to the community through work, volunteering, hobbies, etc.
- Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the program.
- Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff shall spend at least 50% of their time with clients. For Eastern County, it is noted that productivity standards may not be met.
- Contractor will improve the quality of life of individuals served by:
  - Decreasing homelessness, incarceration, and/or hospitalization days

- Increasing connectedness to community, employment, and/or participation in education
- Increasing connection to mental health and substance use disorder treatment services

## 2. Program Services

### **Authorization:**

- Assessments - each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of a case plan.
- Staff shall work closely with each client to develop a safe and trusting professional relationship.
- Individual supportive counseling.
- Crisis Intervention
- Continuum of Care - as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

### Rehabilitation:

- Behaviorally oriented skill teaching (supportive and cognitive-behavioral interventions), including structuring time and handling activities of daily living
- Supported employment, both paid and volunteer work
- Support for resuming or continuing education
- Support with connecting to community activities/supports
- Individual and Group counseling

### Support Services:

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

### Recovery Principles:

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

- 1) Individuals participate in the decisions that affect their lives.
- 2) Individuals have real input into how their services are provided.
- 3) Eliminate service delivery methods that are confusing and fragmented.
- 4) Prioritize resources and services for individuals.
- 5) Emphasize and utilize the self-help model.

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

For Eastern County, County will provide Contractor with adequate work space for two staff: 1 FTE Family Parent Partner, 1 FTE Facilitator/Case Manager (0.5 FTE Wraparound, 0.5 FTE MHSA Adult Personal Services Coordinator). This will include access to meeting rooms.

All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.

It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

**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.

**Additional Contractor's Responsibilities for all Sections:**

- Maintain a system that provides required data in compliance the State Department of Health Care Services DCR/MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by

Contractor.

- Contractor shall attend MHSA CSS/PEI Subcommittee Meetings and MHSA Steering Committee Meetings.
  - Contractor will complete the PSC-35 for all new referrals and will work with County on complying with all State and local required data reporting and practices associated with that assessment.
  - Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet State or other reporting requirements.
  - Submit Exhibit 6 for all MHSA Community Services and Support (CSS ) programs quarterly and Annually
- 
- Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA CSS reporting guidelines.
    - An Annual Innovation Program Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report is due 8/1) A final program report due within 30 days of the end of the multi-year Innovation Program, following the prescribed outline and including lessons learned. Complete required reporting forms.
  - Ensure that services are provided to eligible populations only
  - Maintain effective program planning
  - Maintain Medi-Cal certification
  - Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
  - Function as a part of Nevada County's Quality Improvement System. Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care.
  - Holistic Approach- services will be designed to support the whole child and the whole family so that the child can attain the highest level of resiliency.
  - The program services will promote collaboration with and support of consumer, family and service and support providers.
  - Ensure services will be culturally competent and culturally responsive.
  - Referrals and assessment reports (for special education students). The Contractor agrees to abide by the County and other agency policies and procedures for making student referrals.
  - Privacy (Educationally related services). Contractor acknowledges the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. Contractor shall ensure that all activities undertaken under this contract will conform to the requirements of these laws.

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



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

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

### **DCR Data Quality Metrics**

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

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

### **Cerner Behavioral Health Solution:**

As the County 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, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**VICTOR COMMUNITY SUPPORT SERVICES, INC.**

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 \$2,783,222 for the period of July 1, 2022 through June 30, 2023. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

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

For Eastern County services and Early Psychosis Intervention (EPI) Program:

Contractor shall bill County monthly for actual costs incurred in carrying out the terms of the contract for those services provided in Eastern County and for the EPI Program. Invoices shall be itemized according to the line items in the estimated project budget in Attachment B and shall reference the Resolution number assigned to this Contract. Contractor agrees to be responsible for the validity of all invoices.

For Eastern and Western County services:

**VICTOR COMMUNITY SUPPORT SERVICES, INC.**

**Calculation of Estimated Units**

**Service and Rate Table**

Type of Service	Interim Rate
Psychiatric/Med Support	5.58
Mental Health Services	3.02
Rehabilitation	3.08
Case Management/Brokerage	2.34
Crisis Intervention	4.48
MHSA/Other Non-Billable Mental Hlth Svc	2.34
MHSA/Other Non-Billable Case Management	2.34
Target Annual Billable Svc \$	2,310,074
Target Annual Billable Units	898,877
Target Monthly Billable Svc \$	192,506
Target Monthly Billable Units	74,906
Target Annual Non-Billable Svc \$	473,148
Target Annual Non-Billable Units	202,200
Target Monthly Non-Billable Svc \$	39,429
Target Monthly Non-Billable Units	16,850
<b>Total Contract Amount</b>	<b>2,783,222</b>

**Billing and Service Documentation**

Services will be paid at Interim Payment rates as agreed upon by the Director of Behavioral Health and

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Exhibit B

Professional Services Agreement-HHSA – Schedule of Services

Contractor. Interim Rates are subject to the Settlement provisions below.

County and Contractor shall periodically review the units of time for Medi-Cal services submitted through this contract and agree to renegotiate, at the discretion of the Director of Behavioral Health if either: Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or the proportion of Medi-Cal/Billable units to total units of service fall below the 80% target.

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

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

Contractor shall submit a monthly an invoice with summary and detail of billings/services, for services provided during the prior month, including billed amounts at the Interim Rate effective on the day of service. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice shall identify the Medi-Cal beneficiary by name or county case number, using Standard County billing forms, or a substitute form approved by County. All 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 submit quarterly fiscal report, including a detailed list of costs for the prior quarter and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall submit invoices, and reports to: Nevada County Behavioral Health Department  
Attn: Fiscal Staff  
500 Crown Point, Suite 120  
Grass Valley, CA 95945

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

#### **Cost Settlement Western County**

Contractor will submit an annual Cost Report on the State Department of Health Care Services (SDHC) mandated forms—in compliance with the SDHC Cost Report manual—to County by September 30<sup>th</sup>, 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 Contractor Actual Cost, Contract Maximum, or County's total paid amount under this contract.

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

shall be required by Contractor within 60 days of Settlement or as otherwise mutually agreed.

**Audits:** Contractor will be subject to 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 SDHCS/Federal Audit may not occur until five years or more after close of fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

**Records to be Maintained:**

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of 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.

**Non-Profit Supplemental Audit Provisions:**

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

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

Attachment "A"

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): \_\_\_ Children's \_\_\_ 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: \_\_\_\_\_

<b>For Accounting Use Only</b>	
<b>Org Code</b>	<b>Project Code Number</b>

<b>Attachment B</b>		
<b>VICTOR COMMUNITY SUPPORT SERVICES, INC., GRASS VALLEY</b>		
<b>Operating Budget for Nevada County</b>		
<b>FOR THE TWELVE MONTHS ENDING JUNE 30, 2023</b>		
<b>EXPENDITURES</b>	<b>FTE</b>	<b>Total</b>
Director & Clinical Supervisors	4.1	330,970
Clinicians	5.9	469,725
Facilitators	6.0	351,940
Parent Partner	2.0	74,513
Family Support Counselor	3.0	119,248
Office & Program Support Salaries	2.0	159,824
<b>Total Direct Salaries &amp; Wages</b>	<b>23.0</b>	<b>1,506,220</b>
<b>TAXES &amp; BENEFITS</b>		<b>469,104</b>
<b>TOTAL PERSONNEL COST</b>		<b>1,975,324</b>
<b>OPERATING EXPENSE</b>		
Professional Fees		59,985
Psychiatrist		82,560
Supplies		36,135
Occupancy		186,060
Equip, Lease & Maint		30,905
Transportation		56,765
Conf & Meetings		17,663
Flex Funds		52,684
Insurance		4,326
Other Operating		4,999
<b>Total Operating Expense</b>		<b>532,083</b>
Administrative Support		275,815
<b>TOTAL PROGRAM COST</b>		<b>2,783,222</b>



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**VICTOR COMMUNITY SUPPORT SERVICES, INC.**

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

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

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

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

**Other Insurance Provisions:**

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

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

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

**EXHIBIT D**  
**BEHAVIORAL HEALTH PROVISIONS**

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

**1. Laws, Statutes, and Regulations:**

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:  
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:  
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:  
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services ("DHCS") any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health ("NCBH") by December 31 of each year and when prescribed below.



(a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to NCBH regarding the network providers' (disclosing entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

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

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
  - i. Upon the provider or disclosing entity submitting the provider application.
  - ii. Upon the provider or disclosing entity executing the provider Contract.
  - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
  - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
  - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
  - ii. Upon the fiscal agent executing the contract with the State.
  - iii. Upon renewal or extension of the contract.
  - iv. Within 35 days after any change in ownership of the fiscal agent.

- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
    - i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
    - ii. Upon the managed care entity executing the contract with the State.
    - iii. Upon renewal or extension of the contract.
    - iv. Within 35 days after any change in ownership of the managed care entity.
    - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
  - (d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.
  - (e) Consequences for failure to provide required disclosures. Federal financial participation ("FFP") is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

**2. Client/Patient Records:**

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

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by NCBH and State or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of



professional practice and further agrees to hold County harmless from any breach of confidentiality.

- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 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 County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

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

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42 CFR Section 438.100.
- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)( 1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.
- K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

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

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

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

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

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

administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

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

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

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

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

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

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

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

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
  - The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
  - The availability of assistance to the beneficiary with filing grievances and appeals.
  - The beneficiary's right to request a State fair hearing after Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.

- The beneficiary's right to request continuation of benefits that Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

- F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

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

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

- G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

**EXHIBIT "E"**  
**SCHEDULE OF HIPAA PROVISIONS**  
**FOR COVERED ENTITY CONTRACTORS**

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

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

Contractor agrees to:

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



incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred.

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

**VICTOR COMMUNITY SUPPORT SERVICES, INC.**

**Description of Services: Provision of services related to the Mental Health Services Act (MHSA), Wraparound and Therapeutic Behavior Services (TBS).**

**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	\$2,783,222	
<b>Contract Start Date:</b>	7/1/2022	<b>Contract End Date:</b> 6/30/2023
<b>Liquidated Damages:</b>	N/A	

**INSURANCE POLICIES**

**FUNDING**

Commercial General Liability	(\$2,000,000)	1589-40104-493-1000/521520
Sexual Abuse or Molestation Liability	(\$1,000,000)	1512-40104-493-1000/521520
Automobile Liability	(\$1,000,000)	1589-40110-493-8302/521520
Worker's Compensation	(Statutory Limits)	1512-40110-493-1000/521520
Professional Errors and Omissions	(\$1,000,000)	
Cyber Liability	(\$2,000,000)	

**LICENSES AND PREVAILING WAGES**

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

**NOTICE & IDENTIFICATION**

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department, Health and Human Services Agency		Victor Community Support County of Nevada: Services, Inc.	
Address:	950 Maidu Avenue	Address	1360 East Lassen Avenue
City, St, Zip	Nevada City, California 95959	City, St, Zip	Chico, California 95973
Attn:	Cindy Morgan	Attn:	Sabrina Roye
Email:	Cindy.Morgan@co.nevada.ca.us	Email:	Sroye@victor.org
Phone:	(530) 265-1779	Phone:	(530) 230-1217

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

**ATTACHMENTS**

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

**NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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

**POLICY:**

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

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

**INSTRUCTIONS:**

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

**DECLARATION**

I, Ed Hackett (name) on behalf of

myself, or

\_\_\_\_\_

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

I am not, or  
 the entity I represent is not

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

*Edward Hackett*

\_\_\_\_\_  
(Signature)

07/22/2022

\_\_\_\_\_  
(Date)