

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

**Contract No.** \_\_\_\_\_

**Contract Description: Provision of crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU).**

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

**THIS PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made at Nevada City, California, as of June 27, 2023 by and between the County of Nevada, (“County”), and Sierra Mental Wellness Group (“Contractor”) (together “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Million Six Hundred Thirty Seven Thousand Two Hundred Seventy Nine Dollars (\$3,637,079).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

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

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

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor’s personnel, when on County’s premises and when accessing County’s network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

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

report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

23. **Termination**.

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **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 Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

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

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

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

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

32. **Additional Contractor Responsibilities**

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

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

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department		Sierra Mental Wellness Group	
Address:	950 Maidu Ave	Address	406 Sunrise Avenue, Suite 300
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Roseville, California 95661
Attn:	Cari Yardley	Attn:	Breeann Miller
Email:	Cari.Yardley@nevadacountyca.gov	Email:	breem@SierraMentalWellness.org
Phone:	(530) 470-2559	Phone:	(916) 783-5207

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: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**CONTRACTOR: Sierra Mental Wellness Group**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

\* Title: \_\_\_\_\_

***\*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**  
**SIERRA MENTAL WELLNESS GROUP**

Contractor shall provide Crisis Intervention Services defined as an immediate therapeutic response by telehealth and/or face to face contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, information regarding Mental Health services and related issues, referral to alternate resources and consultation with referring agencies or client's significant others. Contractor shall also operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

**A. Crisis Intervention Services**

The specific responsibilities of the Contractor are as follows:

1. Providing assessments and evaluations of Mental Health clients at the clinic, jail, Juvenile Hall, Sierra Nevada Memorial Hospital emergency room, Hospitality House, Rood Center, or other designated areas. Either an on-site or on-call staff will respond to law enforcement requests for crisis services when time is permissible in their shift to meet the officer in the field and complete an assessment.
2. Providing referral, linkage and follow-up, including daily referrals, when appropriate to Spirit Center.
3. Completing admissions to the 5150-facility designated by County when needed.
4. Assisting crisis clients in obtaining social and other human agency services.
5. Responding to special requests for crisis and/or evaluation services, including telehealth assessments, intakes, authorizations and screening for medical necessity.
6. Providing crisis services and short-term follow-up for clients who have had previous crisis contact.
7. Providing information, education and consultation as appropriate.
8. For clients evaluated for a 5150, but not appropriate for hospitalization and needing detoxification from alcohol or drugs, the crisis specialist will link client to appropriate detoxification program using the associated Behavioral Health Policy and Procedure.

The locations, services, and hours are as follows:

1. Nevada City/Grass Valley on-site hours shall be Monday-Friday 24-hour coverage with at least one staff member on-site, and one additional position from 10:00 am to 10:00 pm; weekends and holidays coverage includes having one staff person on site 24-hour per day, and an additional position on site or on call from 10:00 am to 6:30 pm. An additional 40 hours per week will include staff responding as on call during the week days, based on the demand for services.
2. TRUCKEE- Contractor will provide a crisis specialist in Tahoe Truckee. This includes 1FTE Crisis specialist in addition to an afterhours on-call schedule. A request to modify this staffing model will occur if needs within the community go beyond the current staffing Patterns .

Staff coverage shall be as follows:

Monday through Friday (weekdays)

8:00 am to 5:00pm

One (1) Staff available to respond to Tahoe Forest Hospital (TFH) for Mental Health Crisis Evaluations. When crisis response is not needed at TFH this position will be available to complete outreach, education and community-based crisis assessments in partnership with law enforcement, Tahoe Truckee Unified School District (TTUSD) and other relevant partners. This position will also support follow-Up Services, as necessary, within every 7 or 30 days. The primary goal of Follow-Up Services is to link each person to the appropriate services (i.e., mental health, substance use, housing, medical, food). The secondary goal will be to see a reduction of 5150 evaluations in the ED. Outcomes will be measured by the number of in-field 5150 assessments and crisis contacts compared to ED assessments.

5:00pm to 12:00 am

Staff will be on-call to respond to TFH.

12:00am-8:00am

Telehealth for minors would be used with in-person evaluation at 8am.

Saturday-Sunday (Weekends)

8:00am-12:00am

Staff will be on-call to respond to TFH

12:00am-8:00am

Telehealth for minors would be used with a follow-up in-person evaluation at 8am.

\*NOTE: The expected response time of one-half hour may vary due to winter conditions.

3. **PROCEDURES FOR CRISIS SPECIALISTS:** Crisis specialists will respond to phone calls and walk-ins directly and triage each case according to individual needs. Crisis specialists will be available by phone. Crisis specialists will provide immediate brief intervention and follow-up for people experiencing emotional crisis in their lives. Phone contacts will result in arranging an on-site evaluation within 30 minutes according to Section 5150 of the Welfare and Institutions Code when the client or community circumstances warrant mental status evaluation; requests by hospital, law enforcement or other agencies for on-site consultation or when the worker determines that the client's condition requires immediate intervention. At the end of each shift crisis specialist will contact the incoming crisis specialist regarding crisis contacts and pending issues. Crisis specialist will leave crisis note making recommendation for follow-up treatment at jail, Juvenile Hall and Sierra Nevada Memorial Hospital.

#### 4. CRISIS TEAM STAFF

**DIRECTOR and SUPERVISOR:** The Crisis Team Director/General Manager and the Crisis Team Supervisor will be provided by Contractor and will have the primary responsibility for supervising the Crisis Team and coordinating the crisis service with

Nevada County Behavioral Health; the Supervisor will carry out their responsibilities on a day-to-day basis.

Staff Specific responsibilities include:

- B. Provide and maintain crisis coverage for Nevada County Behavioral Health.
  - b. Collaborate with Behavioral Health to ensure that there is 24-hour crisis coverage scheduled.
  - c. Provide oversight and coordination of the Crisis Team; meeting with individual crisis team members on an as needed basis.
  - d. Train the Crisis Team members prior to assuming crisis duties and provide ongoing training as needed.
  - e. Coordinate staff attendance at Crisis Team meetings as needed.
  - f. Coordinate Crisis Services with and provide feedback to Nevada County Behavioral Health Director/Alcohol and Drug Program Administrator, hereinafter referred to as Behavioral Health Director, or his/her designee. Attend meetings, which focus on crisis interface with Mental Health services.
  - g. Review crisis system procedures and policies and submit to Behavioral Health Director for approval.
  - h. Other specific duties relevant to crisis service provision including consultation and education regarding crisis services/case resolution. This shall not include general mental health promotional activities.
5. **QUALIFICATIONS:** The Crisis Team Director shall have a Master's degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT, PhD/PsyD, or Registered Nurse. He/she shall have five years' experience in the provision of community Mental Health Crisis services and two years supervision of Crisis services. The Crisis Team Supervisor will have at least a Master's degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT, or PhD/PsyD or be eligible to collect hours toward licensure through the California Board of Behavioral Sciences or the Board of Psychology.

The scope of work for Crisis specialist will depend on their level of education. It is preferred that Crisis specialists shall have at least a Master's Degree in behavioral sciences, psychology, sociology or a related field. License eligibility is required unless staff are currently enrolled in a graduate program related to above educational requirement, and they have both graduate courses in Assessment and Diagnosis and training in these areas sufficient to operate in the role of a license eligible staff. Crisis specialists may have only a Bachelor's Degree in behavioral sciences and at least two years crisis related experience. These staff may complete crisis evaluations and only select components of assessments (per the Department of Health Care Services Information Notice 17-040), but they may not complete diagnoses and must work at the same time as Master's level or graduate school staff who can complete required components of the assessment and the diagnosis. If State Department of Health Care Services or Federal Medi-Cal requirements change, Contractor staff must meet those requirements.

6. **PHYSICAL HEALTH QUALIFICATIONS:** In the event that any hospital or other health care facility or any state or local law requires physical tests, drug tests, immunizations or other specific health related requirements be met, Contractor agrees to provide workers who have met all of the requirements or have had all of the appropriate tests or exams.
7. **CERTIFICATION:** Upon request by any hospital or other health care facility, Contractor agrees to provide a certification that the crisis specialist it has hired meet the employment criteria for crisis specialist and are qualified to do crisis intervention.
8. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time a crisis specialist may be hired by Contractor who does not provide services to the level or in the manner, which is appropriate for the circumstance. In that event, County shall communicate any service or worker deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, pertaining to any worker who does not provide services to the level of its expectation.
9. Administrative services shall be provided by Contractor.
10. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.
11. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.
12. Contractor must follow criteria established by Nevada County for admission to Psychiatric inpatient unit.
13. **APPLICABLE RECORDS:**
  - a. Patient Records – Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.
  - b. Statistical Reports – Statistical records shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.

- c. The Contractor agrees to extend to the Behavioral Health Director or his/her designee, the right to review and investigate records, programs or procedures, at any time in regard to clients as well as the overall operation of Contractor's programs.
- d. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.
- e. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement and utilize procedures to protect such confidentiality and train workers in the confidentiality requirements.

14. ADMINISTRATIVE CHANNELS: Contractor shall be responsible to the Behavioral Health Director, or his/her designee, in accordance with all provisions under the Welfare and Institutions Code, which includes that the Director shall exercise general supervision over the Mental Health Services under the County Short-Doyle Plan, and shall be responsible for the ongoing coordination of all public and private Mental Health programs and services in the County.

15. The Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code Division 5 entitled Community Mental Health Services Act, Sections 5000-5803.

Additionally, Contractor shall be responsible for providing:

1. Quarterly Progress Reports within 30 days of the end of each quarter;
2. An Annual Progress Report within 30 days of the end of the fiscal year;
3. 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 contract as may be necessary for the County to conform to MHSA reporting guidelines.

#### B. Crisis Stabilization Unit

Contractor shall operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care requirements.

#### ***Background and Overview***

Contractor shall maintain staffing for the CSU, and thereby further enhance the crisis continuum of care for residents of Nevada County. This continuum of care includes the Crisis Response Team, Insight Respite Center, Spirit Peer Empowerment Emergency Department program, and other collaborative arrangements with agencies within and outside the county, such as Nevada County Behavioral Health (NCBH) and Turning Point. The CSU offers a much calmer, therapeutic environment for individuals in a psychiatric crisis, given that the CSU lends to physical separation from non-psychiatric patients at the Emergency Department (ED). At the CSU, individuals receive

crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

### ***Crisis Stabilization Unit Management***

#### **Contractor CSU Responsibilities**

- 1) Provide management and oversight to all CSU Specialists. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time CSU staff may be employed by Contractor who does not provide services at the level or in the manner that meets performance level criteria for such a position. In such an event, County shall communicate any service or worker deficiencies to Contractor and the County reserves the right to require Contractor to take appropriate action regarding any worker who does not provide services to the level of its expectation.
- 2) Management and administrative services, such as creating invoices for payment, timesheet management, purchasing supplies, replacing furniture and equipment as necessary, contracting for psychiatry services, and other non-clinical activities.
- 3) Maintain cooperative working relationships with all CSU-related agencies, including SNMH and Tahoe Forest Hospital (TFH), any relevant counties and other Nevada County departments, and report any problems to NCBH. The CSU supervisor or designee along with County Department staff shall attend quarterly meetings with SNMH to discuss the CSU. Contractor will implement and utilize as approved by the Department process improvements identified at these meetings.
- 4) Develop and maintain all applicable documentation and records:
  - a. Patient Records – Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by NCBH, including Event Monitoring Forms, progress notes, assessments and other required documentation. All documentation shall meet Medi-Cal and Medicare requirements. Pertinent client records and notes shall be incorporated into the NCBH Electronic Health Records (EHR) system, as appropriate.
  - b. Statistical Reports – Statistical records and evaluation activities shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
  - c. Contractor agrees to extend to NCBH or his/her designee, the right to review and investigate records, programs, or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.
  - d. Develop and submit all required monthly statistical and activity reports to NCBH and/or evaluation in a format specified by NCBH.

- 5) Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law. Contractor shall implement and utilize procedures to protect client confidentiality and train workers in complying with all confidentiality requirements.
- 6) Develop and maintain a budget in compliance with all county, state and federal requirements.
- 7) Deliver services in compliance with all provisions described under the Welfare and Institutions Code.
- 8) Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, Sections 500-868, the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

### ***Crisis Stabilization Unit (CSU)***

#### **A. CSU Staffing Qualifications**

- 1) All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- 2) The Contractor shall maintain a documented staffing plan for the CSU that covers staffing strategies for business hours, after hours, and weekends.
- 3) Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services.
- 4) A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the contractor will be on site at all times beneficiaries are present.
- 5) At a minimum, there shall also be a ratio of at least one licensed mental health or waived/registered professional on site for each of four clients receiving Crisis Stabilization Services.
- 6) A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This period will be determined by the Contractor and County as the time that best meets the needs of the clients and staff.
- 7) CSU staff shall be strength-based and respectful in all dealings with clients. Throughout the client's stay, a strong team approach will be emphasized that consistently follows shared decision making. Gender, social, cultural, ethnic, trauma history, age, and other factors will be considered. Utilizing the Recovery Principles of client self-direction and

strengths based, CSU staff will facilitate a discussion of day-to-day coping strategies that clients believe are helpful with symptom recognition and symptom triggers and develop a well-prepared Recovery plan.

## B. CSU Admission and Discharge Processes

1) Each person will be screened for eligibility by the Crisis Response Team (CRT). The screening will include a collaboration of the Crisis Specialists, who completed an initial 5150 assessment, along with possible Tele psychiatric consulting physician, ED physician and other staff when appropriate. Screenings will take place at the CSU on a walk-in basis or in the Emergency Department of SNMH, the former will happen from 10 am to 10 pm. NCBH will perform periodic review and oversight of admission practices to the CSU. Eligibility criteria for admission to the CSU are outlined below:

- Eighteen (18) years of age or older;
- Crisis Intervention, meaning a service that requires more timely response than a regularly scheduled visit, or the person possibly being at risk of needing psychiatric hospitalization;
- Discharged, or transferred while on a 5150 hold, from an ED, and determined to be both medically cleared of any need for inpatient medical procedures and medically appropriate for the CSU; Clients may be admitted to the CSU while on a 5150 hold for purpose of providing assessment, evaluation and crisis intervention services pending psychiatric hospitalization or release from the 5150 custodial hold within twenty-three (23) hours of admission to the CSU. Those clients on a 5150 hold shall only be admitted after being medically cleared, and evaluated and determined by the CRT to be appropriate for admission to the CSU. Appropriateness of admission while on a 5150 custodial hold includes a clinical determination by both the treating ED physician and the CRT that the CSU is the most appropriate location at that time for assessment, evaluation, and crisis intervention. Individuals on a 5150 hold who are determined to pose a threat to the safety and security of other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, shall not be admitted to the CSU. Individuals on a 5150 hold shall be admitted to the CSU for purposes of assessment, evaluation, and crisis intervention, and shall not be considered as placed in a designated facility for treatment purposes. Contractor shall maintain staffing in conformity with 9 CFR §1840.348(f) to ensure adequate staffing levels at all times for each Specialty Mental Health Service provided, including CSU clients receiving Crisis Stabilization or those clients admitted while on 5150 custodial holds.

The CRT may also, at times, need to re-assess a CSU client who psychiatrically escalates while in the CSU for re-determining the appropriateness of that admission. These assessments will consider whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of the client, including whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior. Staff at the CSU may also do this re-assessment if they are also a member of the CRT, and bill their time for this activity to the CRT contract.

2) Any time a client cannot be managed in the CSU, including upon a determination that the client poses a threat to other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, they will be referred back to the SNMH ED or to another medical or



forensic setting that meets their psychiatric needs. Upon admission to the CSU, the client will have a collaborative meeting that includes a Crisis Unit Specialist, and if available the client's family / supports to develop the best plan for the stay in the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, will be initiated in the first few hours of the CSU stay, and completed prior to leaving the CSU at discharge. The discharge plan provides a clear outline of both strategies for staying safe and linkages to services with community services.

- 3) All clients are to be discharged from the CSU within 23 hours. The CSU supervisor and the County designee must be immediately notified of an exception (e.g., severe weather, etc.) of a client staying longer than 23 hours at the CSU. Any client on a 5150 hold while at the CSU who appears to no longer meet criteria for 5150 will be assessed by the CRT, and be cleared by the on call psychiatrist for a rescind or expiration of the 5150.
- 4) The goal of the CSU is to help stabilize risk factors and eventually, following the resolution of the crisis, to support the client to integrate back into the community and/or reduce the reoccurrence of crises, as well as help clients stay connected to the community. The contractor will integrate family members and other supports in the community into the provided services as much as reasonably possible. Immediate resources that help the client meet physical, emotional, social, housing and other basic necessities will be sought, as well. The staff will utilize a collaborative team approach involving CSU staff, on-call psychiatrist, client's supports, NCBH staff, and Respite staff and other resources from the community or other agencies as appropriate.
- 5) Each client will be discharged from CSU with a Recovery Plan that includes a comprehensive plan to manage risks and to prevent relapse. The plan will be developed after ongoing assessments and needs identification, using motivational interviewing and the Recovery perspective. In addition to identifying relapse prevention strategies, the plans will include the topics of clinical interventions of medication, nursing, psychotherapy, service coordination, and an identification of potentially effective interventions of outside agencies and community resources will be considered in how they will proceed with the client's discharge from the CSU.
- 6) Clients will be linked to appropriate community resources prior to discharge, including scheduled appointments with outpatient services, referral to Insight Respite, Odyssey House, and/or other resources, including resources of another county when that person is a resident outside of Nevada County.

### C. CSU Policies and Procedures

- 1) Contractor will work with the County, other counties that contract with Nevada County, and its stakeholders to further refine policies and procedures that involve all aspects of the operations of the CSU. Admission, discharge, safety protocols including storage of personal property, physical management of medication, psychiatrist consultation, meal times, and other essential functioning of the CSU will be continually analyzed, and revisions made in the corresponding policies and procedures, as warranted.

- 2) The procedures will be organized by the Contractor in an Operations manual and made available during State audits and required onsite visits.

### ***Mobile Crisis Team***

#### **A. Contractor Responsibilities:**

##### **a. Mobile Crisis Team:**

- i.** Hire and supervise 2.0 FTE Crisis Specialist who will participate on Mobile Crisis Team with Nevada County Sheriff's Office (NCSO)
  1. 0.1 FTE of one of the Crisis Specialist's time will be tracked to the Crisis Care Mobile Unit (CCMU) grant for community outreach and education, trainings, coordination with local organizations, coordination and planning with other mobile crisis teams
- ii.** Jointly respond with NCSO to calls related to mental health, substance use, and/or homelessness, with goal of de-escalating crises and reducing incidents of arrest and incarceration
- iii.** Write 5150 holds as needed and appropriate
- iv.** Share information with NCSO as appropriate in crisis situations as allowed by HIPAA to contribute to the safety and well-being of all parties
- v.** Coordinate referrals to treatment as appropriate, including to the Crisis Stabilization Unit, HOME Team, Nevada County Behavioral Health, and other critical services.
- vi.** Engage and outreach to family and natural supports of program participants
- vii.** Participate in any appropriate training for this specialized position such as Radio Training, Safety Awareness Training, CGIS Security Training, and other trainings as appropriate.
- viii.** Abide by NCSO expectations for attire and appearance.
- ix.** Pass security clearance provided by NCSO
- x.** Be available to work a 40 hour work week with some flexibility about days and times
- xi.** Track relevant project data such as number of 5150 holds written, referrals to treatment, follow-up contact, and other data as directed by the county; provide data monthly to county. Provide all necessary grant reporting for the 1.0 FTE funded by the Department of Justice Grant.
- xii.** Conduct Medi-Cal billing when appropriate and allowable

##### **b. Mobile Crisis Clinical Lead**

- i.** Hire 0.5 FTE Mobile Crisis Clinical Lead to oversee Mobile Crisis Staff
- ii.** Oversee mobile crisis data and outcomes and participate in regular steering committee meetings to ensure oversight of the mobile crisis team project
- iii.** Track staff time according to CCMU grant requirements:
  1. 0.3 FTE Infrastructure: participation in administrative oversight and steering committee meetings, quality assurance activities including documentation and productivity review; checking data within electronic health record and other data tracking systems, monitoring of evaluations and outcomes

- 2. 0.2 FTE Direct Services: clinical supervision of the mobile crisis workers, clinical consultation, administrative supervision
- iv. The Contractor shall provide all required maintenance and maintenance costs of the vehicles purchased through the CCMU grant.
- v. The Contractor shall utilize the vehicle to support program activities for the useful life of the vehicle, which is expected to be no less than ten (10) years or 175,000 miles (whichever comes first) from date of procurement, unless the Contractor has specifically been granted prior approval from the County for an alternate use. Should the Contractor cease contracted program operations, or stop using the vehicle for its intended purpose before its useful life, Contractor shall reimburse County the fair market value of the vehicle, unless County elects to waive this obligation. Contractor is expected to maintain vehicle licensing and automobile liability Insurance Services Offices Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$1,000,000 per accident for bodily injury and property damage, and all required routine maintenance on the vehicle at all times. This provision shall survive the termination date of the Contract.
- vi. Upon termination of the vehicle's useful life the Contractor shall seek written permission of the County to dispose of the vehicle by means of donation to a non-profit organization located within Nevada County. Should the Contractor decide not to donate the vehicle, the vehicle shall be sold and all proceeds must be returned to the County unless County elects to waive this obligation.
- vii. Provide fiscal documentation per CCMU reporting guidelines for the purchase, upgrades, and maintenance cost of vehicles.
- c. Provide adequate administrative fiscal tracking per CCMU grant requirements
  - i. 0.5 FTE Mobile Crisis Clinical Lead
    - 1. 0.3 FTE Infrastructure
    - 2. 0.2 Direct Services
  - ii. 1.0 Youth Crisis Specialist
    - 1. 0.1 FTE Infrastructure
    - 2. 0.9FTE Direct Services
  - iii. 0.06 FTE General Manager of Crisis Services toward Infrastructure costs
  - iv. Administrative Costs

**B. County Responsibilities:**

- a. Provide laptops, cellphones, and access to Electronic Health Record (EHR) system for the Crisis Specialists
- b. NCSO will provide appropriate uniform/work attire for Crisis Specialists
- c. Provide appropriate workspace
- d. Provide specialist training such as radio training, safety awareness training, CGIS security training, and other trainings as appropriate

***Additional Contract Provision***

**A. Staff Training**

- 1) Training, mentoring, education, and support are high priorities for the contractor, as well as all NCBH staff and stakeholders. Training will include not only didactic presentations in-house and through NCBH and other agencies, but frequent supervision, supportive meetings, and collaborative communication within the CSU, as well as with the County and with the other agencies in the crisis continuum of care and other community agencies
- 2) Contractor shall provide evidence-based or emerging/promising practices whenever possible, including following the principles of being Wellness, Recovery, Family, and Resiliency-oriented in the CSU. Training within SMWG shall include Motivational Interviewing, Trauma Informed Care, managing potentially assaultive clients, and other areas relevant to the services provided in the CSU.
- 3) Contractor shall provide a minimum of 20 hours of training per year to its staff to develop and refine skills in at least the following training areas:
  - Counseling skills
  - Motivational Interviewing
  - Recovery philosophy and services
  - Understanding Mental Health Disorders (e.g., Schizophrenia, Mood Disorders, Depression; multiple disorders; co-occurring substance use)
  - Principles of Substance Abuse
  - Medication usage and management
  - Working with individuals that have a severe personality disorder
  - Communication skills
  - Therapeutic exercises
  - Handling suicide threats or actions
  - Crisis management
  - Discharge planning
  - Knowledge of community services and resources
  - Promoting family involvement and support
  - Principles of good nutrition including proper food preparation, storage, menu planning
- 4) Training will take into account the individual needs of staff, as well as providing update training for all staff in these core skills. Further trainings identified by the Contractor, County, or stakeholders will also involve adding new skill sets. Such areas may include supporting family members and/or a client's natural supports, understanding "inside mental illness," and challenges with living with and obtaining treatment for co-occurring mental illness and substance used disorders. In addition, training on working with families and other support persons, will be available.
- 5) Contractor shall maintain, at all times, trained and skilled staff, who understand and maintain confidentiality of all persons served and their records. Anonymity of current and past clients will be maintained by staff at all times.
- 6) Through formal training, ongoing mentoring, frequent supervision and collaboration, and access to online courses, persons who provide services will have the needed support to deliver quality, accessible services.

B. Electronic Health Record:

1) CalMHSA Streamline SmartCare Electronic Health Record:

As the department is implementing and will go live with the CalMHSA Streamline SmartCare products for an Electronic Health Records System, the Contractor shall be required to use the Streamline SmartCare product functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Streamline SmartCare functionality: use of the Billing System, client chart, physician or nursing specific home pages, E-Prescribing, other clinical documentation, and any other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be required to complete CalMHSA Learning Management System Modules specific to the Streamline SmartCare product prior to being able to enter into the system.

- 1) The contractor shall receive training as needed to be able to comply with the Smart Care EHR requirement. The contractor will identify “super users” which have strong computer skills that can provide extra training and support of weaker user of the E.H.R. NCBH will provide access and training to the contractor to enable Contractor to comply with EHR system use requirement.
- 2) The Contractor shall also maintain approval from Sierra Nevada Memorial Hospital to access their portal to obtain relevant health information to the extent permissible under the law.

C. Evaluation and Data Collection

- 1) Contractor agrees to cooperate with County for the collection of data for the Evaluation Component of the grant for the operation of the CSU. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the CSU. This approach will provide the information needed to understand access, quality, utilization, and client- and system-level outcomes. Contractor staff shall work closely with the grant evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data will be used by the evaluator to produce monthly, quarterly, and annual reports. CSU team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with the staff. Client satisfaction surveys will be collected on at least 25% of all CSU clients. This data will be submitted to the grant evaluator for analysis.
- 2) Contractor shall provide data for other available funding sources, such as MHSA. Contractor shall collect and submit timely data on all persons referred to the CSU, including data related to number of admissions to the CSU. Contractor shall ensure that data is collected in a reliable and timely manner and ensure that all staff and volunteers understand the importance of accurate and timely data. All data will be presented and reviewed at MHSA, Continuum of Crisis Care, stakeholder, and other relevant meetings.
- 3) Contractor shall provide data for analyzing outcome measures for clients and the Crisis Continuum of Care. This may include data on discharged clients, CSU admissions that were successfully returned to the community (removing 5150 holds), etc.

#### D. Medi-Cal Certification

- 1) Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all of its service 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.
- 2) Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- 3) Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
- 4) Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- 5) Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

#### E. Records

As a contractor of County operating the Crisis Stabilization Unit and receiving Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, contractor shall make available, upon written request from the Secretary of Health and Human Services, Sierra Nevada Memorial Hospital, Comptroller General of the United States, or any other duly authorized agent or representatives, books, documents and records of Contractor's organization that are necessary to verify the nature and extent of such costs until the expiration of seven (7) years after the end of the contract term.

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. Contractors is expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractors 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 shall consult with County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractors 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.

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**SIERRA MENTAL WELLNESS GROUP**

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, County shall pay Contractor a maximum amount not to exceed \$3,637,079 for the fiscal year July 1, 2023 through June 30, 2024. 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.

It is understood and agreed by and between the parties that said payment is for services provided herein and not for direct patient care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California, and the Nevada County Behavioral Health Department, and/or third payor.

In the event of termination or in the event of non-performance of this Contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this Contract.

The Contractor's reimbursement is based on the staffing pattern described in Exhibit A, and according to the estimated project budget:

	Crisis Intervention Services						CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	Mobile Crisis 1	Mobile Crisis 2	CCMU	Crisis Stabilization Unit	
On Site	205,406	365,166	49,920	87,360	87,360	-		795,212
Supervisor	34,555	64,176				58,342	125,000	282,073
Assistant Supervisor	21,451	71,812					64,974	158,237
Lead Clinician	19,316							19,316
Staff Back-up/On Call	99,138		39,097				25,000	163,235
Rollouts	17,063		17,940					35,003
Program Management			17,325			5,123		22,448
Licensed Therapist/Mental Health Professional							340,267	340,267
Psych Tech/Medical Professional							309,920	309,920
Administrative	51,730						51,730	103,460
Meetings/Training	8,736	8,958	3,600	4,500	4,500	4,326	8,736	43,356
<b>Total Salaries</b>	<b>457,395</b>	<b>510,112</b>	<b>127,882</b>	<b>91,860</b>	<b>91,860</b>	<b>67,791</b>	<b>925,627</b>	<b>2,272,527</b>
Payroll Taxes as 25% of Salaries	114,349	127,528	31,971	22,965	22,965	16,948	231,407	568,133
<b>Total Personnel Expenses</b>	<b>571,744</b>	<b>637,640</b>	<b>159,853</b>	<b>114,825</b>	<b>114,825</b>	<b>84,739</b>	<b>1,157,034</b>	<b>2,840,660</b>
								-
Psychiatry	6,750	8,250	3,120				80,000	98,120
Pharmacy							1,000	1,000
Office Supplies	1,800	2,200	1,350	1,000	1,000	1,500	15,000	23,850
Laptop/Computer Equipment	1,800	2,200	1,350			500		5,850
Cellphone/Communication	1,000	1,000	1,800	1,070	1,070	1,500	1,500	8,940
Utilities/Meals/Environmental/Linen/Security							92,500	92,500
Staff Development	3,600	4,400	1,800			500	4,200	14,500
Transportation Services							1,200	1,200
Job Postings/Recruitment/Printing	2,500	2,500	900	500	500		21,000	27,900
Vehicle			7,500			12,500		20,000
Mileage	5,625	6,250	1,800			2,500		16,175
<b>Total Operating Expenses</b>	<b>23,075</b>	<b>26,800</b>	<b>19,620</b>	<b>2,570</b>	<b>2,570</b>	<b>19,000</b>	<b>216,400</b>	<b>310,035</b>
Administrative Overhead	89,223	99,666	26,921	17,610	17,610	29,339	206,015	486,384
<b>Total Expenses</b>	<b>684,042</b>	<b>764,106</b>	<b>206,394</b>	<b>135,005</b>	<b>135,005</b>	<b>133,078</b>	<b>1,579,449</b>	<b>3,637,079</b>



	Crisis Intervention Services						CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	Mobile Crisis 1	Mobile Crisis 2	Youth Mobile & CCMU	Crisis Stabilization Unit	
On Site	205,406	365,166	49,920	87,360	87,360	-		795,212
Supervisor	34,555	64,176				58,342	125,000	282,073
Assistant Supervisor	21,451	71,812					64,974	158,237
Lead Clinician	19,316							19,316
Staff Back-up/On Call	99,138		39,097				25,000	163,235
Rollouts	17,063		17,940					35,003
Program Management			17,325			5,123		22,448
Licensed Therapist/Mental Health Professional							340,267	340,267
Psych Tech/Medical Professional							309,920	309,920
Administrative	51,730						51,730	103,460
Meetings/Training	8,736	8,958	3,600	4,500	4,500	4,326	8,736	43,356
<b>Total Salaries</b>	<b>457,395</b>	<b>510,112</b>	<b>127,882</b>	<b>91,860</b>	<b>91,860</b>	<b>67,791</b>	<b>925,627</b>	<b>2,272,527</b>
Payroll Taxes as 25% of Salaries	114,349	127,528	31,971	22,965	22,965	16,948	231,407	568,133
<b>Total Personnel Expenses</b>	<b>571,744</b>	<b>637,640</b>	<b>159,853</b>	<b>114,825</b>	<b>114,825</b>	<b>84,739</b>	<b>1,157,034</b>	<b>2,840,660</b>
								-
Psychiatry	6,750	8,250	3,120				80,000	98,120
Pharmacy							1,000	1,000
Office Supplies	1,800	2,200	1,350	1,000	1,000	1,500	15,000	23,850
Laptop/Computer Equipment	1,800	2,200	1,350			500		5,850
Cellphone/Communication	1,000	1,000	1,800	1,070	1,070	1,500	1,500	8,940
Utilities/Meals/Environmental/Linen/Security							92,500	92,500
Staff Development	3,600	4,400	1,800			500	4,200	14,500
Transportation Services							1,200	1,200
Job Postings/Recruitment/Printing	2,500	2,500	900	500	500		21,000	27,900
Vehicle			7,500			12,500		20,000
Mileage	5,625	6,250	1,800			2,500		16,175
<b>Total Operating Expenses</b>	<b>23,075</b>	<b>26,800</b>	<b>19,620</b>	<b>2,570</b>	<b>2,570</b>	<b>19,000</b>	<b>216,400</b>	<b>310,035</b>
Administrative Overhead	89,223	99,666	26,921	17,610	17,610	29,339	206,015	486,384
<b>Total Expenses</b>	<b>684,042</b>	<b>764,106</b>	<b>206,394</b>	<b>135,005</b>	<b>135,005</b>	<b>133,078</b>	<b>1,579,449</b>	<b>3,637,079</b>

Contractor agrees that it will be responsible for the validity of all invoices and agrees that it will reimburse County for any payments made by County to Contractor for which billings were prepared and submitted to Department of Behavioral Health, and which were thereafter disallowed in whole or in part by the Department of Behavioral Health and/or County; which includes maximum allowable cost(s) reimbursement by the State.

Contractor may submit a monthly invoice for up to \$131,620. or one-twelfth of the contract maximum for Crisis Stabilization services by the fifteenth day of each month in the contract term. The Behavioral Health Director may at her discretion approve an increase over the monthly 1/12<sup>th</sup> amount if necessary, for program expenditures.

Contractor shall submit quarterly fiscal reports, including a detailed list of costs for the prior quarter, and cumulative for the contract period, within 30 days of the end of each quarter.

Contractor shall submit invoices and fiscal reports to:

Via mail  
Nevada County Health and Human Services Agency  
Attn: BH Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

Or  
Via Email  
[BH.Fiscal@nevadacountyca.gov](mailto:BH.Fiscal@nevadacountyca.gov)  
CC: Contract Manager (refer to Notification section)

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.

**Additional Financial Requirements**

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
- C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

**Audits:**

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

**Records to be Maintained:**

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractor's Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during

normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all audits and appeals are completed, whichever is later.

In the event of termination or in the event of non-performance of this Contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this Contract.

**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.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**SIERRA MENTAL WELLNESS GROUP**

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

1. **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 **\$1,000,000** per occurrence or claim, **\$1,000,000** 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**

**Article 1. DEFINITIONS**

1. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

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

2. BENEFICIARY OR CLIENT

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

3. DHCS

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

4. DIRECTOR

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

**Article 2. GENERAL PROVISIONS**

A. Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change.

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

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

2. ENTIRE AGREEMENT

This Agreement, including all schedules, addenda, exhibits and attachments, contains the entire understanding of the Parties in regard to Contractor's provision of the services specified in Exhibit A ("Scope of Work") and supersedes all prior representations in regard to the same subject matter, whether written or oral.

### 3. SEVERABILITY

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

### 4. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

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

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



participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). Contractor shall check monthly and immediately report to the department if there is a change of status.

12) Dymally-Alatorre Bilingual Act:

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

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

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

### **Article 3. SERVICES AND ACCESS PROVISIONS**

#### **1. CERTIFICATION OF ELIGIBILITY**

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

## 2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- A. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- B. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.
- I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- II. The client has at least one of the following:
- a. A significant impairment
  - b. A reasonable probability of significant deterioration in an important area of life functioning
  - c. A reasonable probability of not progressing developmentally as appropriate.
  - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.  
AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:
    - e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

- f. A suspected mental health disorder that has not yet been diagnosed.
  - g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:
  - I. The client has one or both of the following:
    - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
    - b. A reasonable probability of significant deterioration in an important area of life functioning.
  - II. The client's condition as described in paragraph (I) is due to either of the following:
    - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
    - b. A suspected mental disorder that has not yet been diagnosed.

### 3. ADDITIONAL CLARIFICATIONS

#### A. Criteria

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

#### B. Diagnosis Not a Prerequisite

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

#### 4. MEDICAL NECESSITY

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

#### 5. COORDINATION OF CARE

- A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

- E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
6. CO-OCCURRING TREATMENT AND NO WRONG DOOR
- A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
  - B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
    - I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
    - II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

**Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

1. SERVICE AUTHORIZATION
- A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
  - B. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
  - C. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.

- D. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- E. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

## 2. DOCUMENTATION REQUIREMENTS

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

## 3. ASSESSMENT

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

D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

4. ICD-10

A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.

C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

5. PROBLEM LIST

A. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

B. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

C. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

D. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

E. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list

within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

6. TREATMENT AND CARE PLANS

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

7. PROGRESS NOTES

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

8. TRANSITION OF CARE TOOL

- A. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
- B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.



C. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

9. TELEHEALTH

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

<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

**Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT**

1. MAINTENANCE OF RECORDS

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

## 2. ACCESS TO RECORDS

A. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract

B. Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

## 3. FEDERAL, STATE AND COUNTY AUDITS

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

the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

#### 4. INTERNAL AUDITING

- A. Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a monthly basis. Contractor shall at County request participate in County annual or semi-annual verification of services process and provide resulting service verifications to County QA Department.
- B. Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

#### 5. CONFIDENTIALITY IN AUDIT PROCESS

- A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
- B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
- C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

#### 6. REASONS FOR RECOUPMENT

- A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
  - B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
    - I. Identification of Fraud, Waste or Abuse as defined in federal regulation
      - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
      - b. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at [www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf)
    - II. Overpayment of Contractor by County due to errors in claiming or documentation.
    - III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
  - C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
7. COOPERATION WITH AUDITS
- A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
  - B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
  - C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
  - D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been

resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

## **Article 6. CLIENT PROTECTIONS**

### **1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION**

- A. Contractor shall inform Medi-Cal Beneficiaries of their rights regarding appeals and grievances.
- B. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County’s Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- C. Contractor shall not discourage the filing of grievances and clients do not need to use the term “grievance” for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- D. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
- E. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD. The Contractor must use the County approved NOABD forms.
- F. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

G. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

H. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.

2. Advanced Directives

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).

3. Continuity of Care

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

**Article 7. PROGRAM INTEGRITY**

1. GENERAL

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

2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

A. Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

B. Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.

- C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
  - I. Any limitations or inabilities that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
  - II. A history of loss of license or felony convictions;
  - III. A history of loss or limitation of privileges or disciplinary activity;
  - IV. A lack of present illegal drug use; and
  - V. The application’s accuracy and completeness
- E. Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.
- F. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County’s Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
- G. Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County’s uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.
- H. If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

### 3. SCREENING AND ENROLLMENT REQUIREMENTS

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

### 4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

- A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
  - I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
  - II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
  - III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
  - IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.



- V. Effective lines of communication between the Compliance Officer and the organization's employees.
  - VI. Enforcement of standards through well-publicized disciplinary guidelines.
  - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
  - VIII. The requirement for prompt reporting and repayment of any overpayments identified.
- B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
- I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
  - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
  - III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
  - IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
- C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

- E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
- F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County **within 30 calendar days** after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES

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

- c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
- d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

II. Disclosures Related to Business Transactions:

- a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
- b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

- a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
- b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and

information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

- E. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

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

- A. Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.

- B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:

- I. [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
  - II. [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
  - III. [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
  - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
  - V. any other database required by DHCS or DHHS.
- C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database

prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.

- I. <https://www.ssdmf.com/> - Social Security Death Master File
- D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
- F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

## **Article 8. QUALITY IMPROVEMENT PROGRAM**

### **1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION**

- A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve

- health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
    - I. Surveying client/family satisfaction with the Contractor's services at least annually.
    - II. Evaluating client grievances, appeals and State Hearings at least annually.
    - III. Evaluating requests to change persons providing services at least annually.
    - IV. Informing the County and clients of the results of client/family satisfaction activities.
  - D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
  - E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
  - F. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
  - G. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
  - H. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI

processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

- I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

## 2. NETWORK ADEQUACY

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

## 3. TIMELY ACCESS

- A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- B. Timely access standards include:
  - I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only

serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.

- II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
- III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
- IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Care Coordination, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
- V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
- VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

#### 4. PRACTICE GUIDELINES

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



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

safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

- B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Contractor will report UOR on County approved UOR/AIR form, Reports are to include the following elements:
  - I. Complete written description of event including outcome;
  - II. Written report of Contractor's investigation and conclusions;
  - III. List of persons directly involved and/or with direct knowledge of the event.
- C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

## **Article 10. ADDITIONAL FINAL RULE PROVISIONS**

### **2. NON-DISCRIMINATION**

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

### **3. PHYSICAL ACCESSIBILITY**

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide

physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

4. APPLICABLE FEES

- A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
- B. Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
- C. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).
- D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

5. 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.

6. CLIENT INFORMING MATERIALS

- A. Basic Information Requirements

- I. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- II. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- III. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
- IV. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
- V. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
  - a. The format is readily accessible;
  - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  - c. The information is provided in an electronic form which can be electronically retained and printed;
  - d. The information is consistent with the content and language requirements of this agreement;
  - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

**B. Language and Format**

- I. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

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

C. Beneficiary Informing Materials

- I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
  - a. Guide to Medi-Cal Mental Health Services
  - b. County Beneficiary Handbook (BHIN 22-060)
  - c. Provider Directory
  - d. Advance Health Care Directive Form (required for adult clients only)
  - e. Notice of Language Assistance Services available upon request at no cost to the client
  - f. Language Taglines

- g. Grievance/Appeal Process and Form
  - h. Notice of Privacy Practices
  - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- IV. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
- V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
- VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:
  - a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
  - b. Mails a printed copy of the information upon the client's request to the client's mailing address;
  - c. Provides the information by email after obtaining the client's agreement to receive the information by email;
  - d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

- e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

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

**Article 13. RIGHT TO MONITOR**

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

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

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



term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

#### **Article 14. SITE INSPECTION**

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

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

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



**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. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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. Reports should be made by email to [privacy.officer@nevadacountyca.gov](mailto:privacy.officer@nevadacountyca.gov) or by calling (530) 265-1740

8. 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).
9. 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.
10. 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.

**SUMMARY PAGE**

<b>SIERRA MENTAL WELLNESS GROUP</b>
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<b>Description of Services: Provision of crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU).</b>
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**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	\$3,637,079
<b>Contract Start Date:</b>	7/1/2023
<b>Contract End Date:</b>	6/30/2024
<b>Liquidated Damages:</b>	N/A

**INSURANCE POLICIES**

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

**FUNDING**

1512-40110-493-1000 / 521520	1589-40110-493-8505 / 521520
1589-40110-493-8302 / 521520	1589-40110-493-8501 / 521520

**LICENSES AND PREVAILING WAGES**

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

**NOTICE & IDENTIFICATION**

<b><u>COUNTY OF NEVADA:</u></b>		<b><u>CONTRACTOR:</u></b>	
Nevada County Behavioral Health Department, Health and Human Services Agency		Sierra Mental Wellness Group	
Address:	950 Maidu Ave	Address	406 Sunrise Avenue, Suite 300
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Roseville, California 95661
Attn:	Cari Yardley	Attn:	Breeann Miller
Email:	Cari.Yardley@nevadacountyca.gov	Email:	BreeM@SierraMentalWellness.org
Phone:	(530) 470-2559	Phone:	(916) 783-5207

<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>Partnership:</b>	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	<b>Subrecipient</b> Yes <input type="checkbox"/> No <input checked="" 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, \_\_\_\_\_ (name) on behalf of

\_\_\_\_ myself, or

\_\_\_\_\_

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

\_\_\_\_ I am not, or

\_\_\_\_ the entity I represent is not

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

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

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