

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Crisis Stabilization Unit Services
CONTRACT NO.	<u>HHS001084</u>
BEGINS:	January 1, 2026
ENDS:	June 30, 2027
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of January, 2026, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COUNTY OF NEVADA, DEPARTMENT OF BEHAVIORAL HEALTH**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY wishes to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Placer County, and

WHEREAS, CONTRACTOR currently operates a Crisis Stabilization Unit (CSU) twenty-four (24) hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to twenty-three (23) consecutive hours per event, and

WHEREAS, COUNTY wishes to access Crisis Stabilization Unit (CSU) services provided by CONTRACTOR for eligible COUNTY clients, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES**: CONTRACTOR agrees to provide COUNTY with Crisis Stabilization Services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT**: COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this Contract and payments made under this Agreement shall not exceed **SEVENTY FIVE THOUSAND DOLLARS (\$75,000)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200**: Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

5. **INVOICES:**

- 5.1. Unless otherwise indicated in Exhibit B, titled Payment Provisions, CONTRACTOR shall provide invoices to the COUNTY within thirty (30) calendar days of the close of each calendar month or sooner with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this Contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within thirty (30) calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.
- 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with Exhibit B. When submitting invoices electronically when there is a business need to include Personally Identifiable Information (PII) or Protected Health Information (PHI), emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
11434 B Avenue, Suite 100
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR'S personnel. If COUNTY funds equipment as part of this Contract, COUNTY will retain Equipment.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR'S records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and

accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.

10. **SUSPENSION AND DEBARMENT:**

CONTRACTORS who receive Federal funds as a result of contracting with COUNTY, shall understand suspension and debarment rules and are neither suspended nor debarred from participating in those related transactions. CONTRACTORS may not receive Federal funds from COUNTY unless they provide their name and UEI number or Social Security Number or TIN. COUNTY will search the SAM.gov website to verify that CONTRACTOR is not suspended nor debarred and will keep a copy of the results of the query on file in case of monitoring reviews or audits.

11. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

11.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

11.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within thirty (30) days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

11.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

11.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

12. **CONTRACT TERM:** This Agreement shall remain in full force and effect from January 1, 2026 through June 30, 2027. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

13. **CONTINGENCY OF FUNDING:**

13.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for

the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

- 13.2. Any adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

14. **TERMINATION:**

- 14.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

- 14.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement 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 Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the 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.

- 14.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

15. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement 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 or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement 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. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform

services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

16. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.
17. **RECORDS:**
 - 17.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
 - 17.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
 - 17.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
 - 17.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
18. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
19. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors of the COUNTY, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees

have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.

20. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

21. **CONFIDENTIALITY OF RECORDS AND INFORMATION:**

21.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

21.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

21.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

22. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either

directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

23. **CONTRACT ADMINISTRATOR:**

23.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement.

23.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

23.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR. At contract commencement, the ADMINISTRATOR will be:

Curtis Budge, Program Manager
Placer County Adult System of Care
101 Cirby Hills Drive
Roseville, CA 95678
916-787-8976

24. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
11434 B Ave, Suite 100
Auburn, CA 95603
HHSContracts@placer.ca.gov

If to CONTRACTOR: Phebe Bell, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

Changes in contact person or address information shall be made by notice, in writing, to the other party.

25. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

26. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
27. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
28. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
29. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
30. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Nevada, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Nevada County Superior Court or the United States District Court, Eastern District of California.
31. **SEVERABILITY:** If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
32. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
33. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")*

Signature

Chair, Nevada County Board of Supervisors

Date: _____

COUNTY OF PLACER ("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Signature

Phebe Bell, Director
Nevada County Behavioral Health

Date: _____

Approved as to Form
Office of Nevada County Counsel

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – California Levine Act Statement
- Exhibit E – HIPAA Business Associate Agreement-Addendum
- Exhibit F – Reporting Exhibit

- Exhibit G – Information Security Requirements
- Exhibit H – Mental Health Contracts - Special Terms and Conditions

*Agreement must have two (2) signatures, one (1) in each of the two (2) categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two (2) categories. (California Corporations Code § 313) One (1) signature will suffice if the corporation's board of directors has passed a resolution that gives one (1) person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

SCOPE OF SERVICES

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Placer County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of services at the Nevada County Crisis Stabilization Unit (CSU).

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

1. BACKGROUND AND OVERVIEW:

Nevada County Behavioral Health has contracted with Sierra Mental Wellness Group to provide Crisis Stabilization services at the CSU. The four (4) bed CSU is located in Grass Valley, California, seventy (70) feet from the entrance of the Emergency Department of Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Nevada County. Individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to twenty-three (23) hours per client event.

2. COUNTY RESPONSIBILITIES:

COUNTY shall establish the process for placement of COUNTY clients in the CSU, which will include the COUNTY'S policies related to medical clearance, medication, discharge planning, and other services necessary for clients to be successful following discharge from the CSU. COUNTY will develop their own policies and procedures unique to issues related to COUNTY admissions, including transportation and the authorization of services.

2.1. COUNTY may authorize CSU services, when CONTRACTOR has verified that a bed is available, for an individual whom Placer County is taking fiscal responsibility. Only adults, 18 years and older and who are medically cleared from a physical health provider will be considered by CONTRACTOR for CSU placement. In addition, COUNTY, through its Placer Mobile Crisis, may refer individuals who meet criteria for admission to the CSU. Clients still may be at risk of needing psychiatric hospitalization, including being placed on a 5150 hold. COUNTY will ensure medical clearance by following an established protocol of the CSU for this purpose. COUNTY will send clinical (e.g., 5150, Mental Status Assessment, Medication Administration Record) and medically related information (e.g., lab work, completed Medical Clearance form, drug screen results to the CSU, and a brief history of psychiatric medication administration, including allergies or adverse reactions, if possible). The CSU staff will review this documentation and discuss with COUNTY and sending facility any need for follow up information before deciding if an admission will be approved. COUNTY will establish an authorization form and ensure it is completed for every client being requested acceptance at the CSU. It is understood between the parties that CONTRACTOR maintains dedicated beds at the CSU, and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the Parties that CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR'S sole discretion.

Nevada County will only accept Placer County referred clients deemed appropriate for admission to the CSU, including those in need of crisis stabilization services, and those on Welfare and Institution Code section 5150 holds when the CSU is determined to be the most appropriate setting for the provision of evaluation and crisis intervention services to either resolve the need for the 5150 hold within the twenty-three (23) hour period or, if unable to do so, facilitate placement in an acute psychiatric hospital setting.

2.2. COUNTY shall arrange transport via ambulance or other approved transport services for individuals on a psychiatric hold from the medical facility to the CSU. COUNTY shall arrange for

voluntary clients, to be transported by other means, such as ambulance, taxi, etc. Transportation following discharge will be arranged in collaboration with CONTRACTOR, and may include assistance via a Taxi Voucher, CONTRACTOR staff, support person or others. All transportation arrangements and costs are the responsibility of the COUNTY.

- 2.3. COUNTY shall ensure that all prescribed medications of the client will be delivered to the ambulance staff, or other COUNTY-approved transport provider, transporting the client to the CSU. Staff from the sending facility will discuss any unfilled medications with the CSU nurse ahead of time, so as to determine the urgency of filling the medication and administering it in a twenty-three (23) hour window.
- 2.4. COUNTY shall provide an identified designee for the CSU staff to provide updates, and to gain assistance with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow-up intake/linkage appointment times with Placer County and other necessary services are available.
- 2.5. Although COUNTY will send a client for crisis stabilization services to the CSU, some clients will continue to meet criteria for a psychiatric hold. COUNTY will retain responsibility of placing 5150 clients in a psychiatric facility.
- 2.6. COUNTY shall arrange for all clients to be discharged from the CSU within twenty-three (23) hours or safely transferred to another program. CONTRACTOR shall provide any necessary medical or psychiatric treatment and assist as necessary with coordinating ambulance transportation to a higher level of psychiatric care, if needed, given the constraints of time, insurance, and other potential pitfalls, to support such placements.

3. **CONTRACTOR RESPONSIBILITIES:**

- 3.1. Services rendered pursuant to this Contract shall be provided at the following location:

145 Glasson Way
Grass Valley, California 95945

- 3.2. In accordance with State law and regulations, including CCR Title 9, Sections 1840.338 and 1840.348, CONTRACTOR, through its Sub-Contractor, Sierra Mental Wellness Group, will offer Crisis Stabilization Services lasting less than twenty-four (24) hours to address acute psychiatric and/or co-occurring (substance use/mental health) crisis episodes. The CSU will provide mental health stabilization services, which include mental health assessment, medication assessment, psychotherapy, nursing, and case management, to COUNTY referred adult Placer County residents. The CSU will allow individuals to receive services in the least restrictive setting. Services will promote wellness, resiliency and recovery.
- 3.3. CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified by Medi-Cal to provide Crisis Stabilization services.
- 3.4. All policies of CONTRACTOR and Sub-Contractor - Sierra Mental Wellness Group (SMWG), in relation to services provided by the CSU and the Crisis Team shall also apply to COUNTY'S clients, including referrals to the Emergency Department (ED) at Sierra Nevada Memorial Hospital (SNMH) for psychiatric or medical emergencies beyond the scope of the CSU.
- 3.5. To the extent allowable, CONTRACTOR shall bill Medi-Cal for services and shall be entitled to all permissible reimbursement. CONTRACTOR will create an invoice and bill COUNTY for the established hourly rate for up to twenty (20) hours per episode.

3.6. CONTRACTOR and its Subcontractor will:

- 3.6.1. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.
- 3.6.2. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.
- 3.6.3. Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan- McCorquodale Act, commencing with Section 5600 of 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.
- 3.6.4. Consider the client's psychiatric stability and whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of any proposed Placer County admissions. This includes whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior.
- 3.6.5. Follow the established policies and procedures of assessing clients throughout their stay at the CSU with regard to determining whether the client needs to be evaluated for a 5150 psychiatric hold or to be placed on an initial 5150 hold or rescinding a 5150 hold.
- 3.6.6. Begin discharge planning for the client immediately upon client's arrival to the CSU. The discharge plan provides a clear outline of both strategies for staying safe and linkages to services with community services. CONTRACTOR will provide a required discharge packet of documentation (e.g., treatment summary, medications administered, diagnosis, etc.) necessary for the client to access services following discharge to another provider. CONTRACTOR shall not be responsible for the coordination of discharge or discharge planning services on behalf of COUNTY or COUNTY client upon client's discharge from the CSU. However, if a client requires a higher level of care upon discharge requiring ambulance transport, CONTRACTOR will assist COUNTY in securing the transport.
- 3.6.7. Regularly coordinate with COUNTY'S designee for providing updates on progress and planning of follow-up services.
- 3.6.8. Comply with documentation standards established by Nevada County for the CSU. 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 to meet Medi- Cal and Medicare requirements. This documentation includes progress notes, assessments, medication logs, and other required documentation.
- 3.6.9. Utilize an Electronic Health Record (EHR) System functionality that is relevant to the scope of work of this contract. This requirement includes the data collection necessary for CONTRACTOR to meet billing and, importantly, quality assurance goals.
- 3.6.10. Comply with staffing requirements that meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348. A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of CONTRACTOR will be on site at all times beneficiaries are present. A Board-Certified Psychiatrist will be on call daily for a block of twelve (12) hours. This time will be determined by CONTRACTOR as the best time that meets the needs of the clients and staff.

PAYMENT PROVISIONS

This is a fee for services Contract. CONTRACTOR will be paid for services at the rate of Seventy-six dollars and sixty-five cents (\$76.65) for FY25/26 and will be paid for services at the rate of Seventy-eight dollars and ninety-five cents (\$78.95) for FY26/27 an hour for up to twenty-three (23) hours per client admission, all inclusive of room and board, medications, and psychiatrist's time.

CONTRACTOR shall invoice COUNTY for services quarterly, in arrears, in the format directed by COUNTY. Invoices shall be based on services rendered in accordance with claims entered into the COUNTY'S billing and transactional database system for the prior month.

CONTRACTOR shall bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed and shall be solely entitled to all permissible reimbursement. However, CONTRACTOR shall not bill a client directly for any services, such as unmet share of cost, deductibles, etc.

It is also the responsibility of COUNTY to provide documentation of authorization from the responsible County to CONTRACTOR, who will then bill the County of responsibility as defined above, for reimbursement. Unless COUNTY has provided CONTRACTOR with documentation of authorization from another County, COUNTY is responsible for payment at the above listed rate for CONTRACTOR'S services regardless of a Patient's Medi-Cal eligibility or other insurance.

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by COUNTY. Payments should be remitted to:

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

Monthly payments for claimed services shall be based on the units of service assigned to each CPT or HCPCS code entered in the COUNTY'S billing and transactional database in combination with the formula involving the hourly service rates and practitioner types listed below. All claims for outpatient services must use units of service. Only the time it takes to provide direct services associated with that code can be counted toward a unit of service. All units of service must be whole numbers.

COUNTY'S payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY'S adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 4 in Exhibit H.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement. Rates may change within 10% of the rate listed in this Agreement with approval of the County Contract Administrator and the Revenue and Budget Program Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines and columns. Any rate change will be made with the mutual agreement of CONTRACTOR.

Payment will be made for actual services rendered and will not be made for service units the client did not attend or receive.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, 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 or Agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR 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 CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this Contract or Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. **CANCELLATION NOTICE:**

CONTRACTOR – shall not change these policies without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.

4. **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

- 4.1. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 4.2. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 4.3. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - 4.3.1. CANCELLATION NOTICE – “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 the County of Placer”.

4.3.2. WAIVER OF SUBROGATION – The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

4.4. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

5. GENERAL LIABILITY INSURANCE:

5.1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

5.1.1. Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

5.2. One of the following forms is required:

5.2.1. Comprehensive General Liability;

5.2.2. Commercial General Liability (Occurrence); or

5.2.3. Commercial General Liability (Claims Made).

5.3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→Two million dollars (\$2,000,000) each occurrence

→Four million dollars (\$4,000,000) aggregate

5.4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

5.4.1. The limits of liability shall not be less than:

→Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

→Two million dollars (\$2,000,000) for Products-Completed Operations

→Four million dollars (\$4,000,000) General Aggregate

5.5. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be four million dollars (\$4,000,000).

6. SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:

6.1. CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

6.2. The limits of liability shall not be less than:

→Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

→Two million dollars (\$2,000,000) aggregate for Products Completed Operations

→Four million dollars (\$4,000,000) General Aggregate

- 6.3. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

7. **CONFORMITY OF COVERAGES:**

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent 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 the COUNTY as noted above. In no cases shall the types of policies be different.

8. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 8.1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 8.2. "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

9. **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

10. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than two million dollars (\$2,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the Agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to three (3) years following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

11. **ADDITIONAL REQUIREMENTS:**

- 11.1. **PREMIUM PAYMENTS:** The insurance companies shall have no recourse against the 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.
- 11.2. **POLICY DEDUCTIBLES:** The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000, unless the CONTRACTOR can provide documentation that they can financially support a higher deductible.

- 11.3. **CONTRACTOR'S OBLIGATIONS:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- 11.4. **VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 11.5. **MATERIAL BREACH:** Failure of the CONTRACTOR to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

CALIFORNIA LEVINE ACT STATEMENT**California Levine Act Statement**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of the County of Placer from participating in any action related to a contract if he or she receives any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contributions by a party to be awarded the contract. An officer of the County of Placer includes the Board of Supervisors, any elected official, department head or chair, and any County employee who files a Form 700. It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any Officer of the County of Placer in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this Agreement?

___ YES ___ NO

If yes, please identify the person(s) by name (if no, enter N/A): _____

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any Officer of the County of Placer in the twelve (12) months following any Officer action related to this Agreement?

___ YES ___ NO

If yes, please identify the person(s) by name (if no, enter N/A): _____

Answering yes to either of the two questions above does not preclude the County of Placer from awarding this Agreement to your firm or any taking any subsequent action related to this Agreement. It does, however, preclude the identified Officer(s) from participating in any actions related to this Agreement.

COUNTY OF NEVADA, DEPARTMENT OF BEHAVIORAL HEALTH [Input legal name of contractor exactly as stated on CA SOS database or W-9, with attention to any punctuation and abbreviations, e.g. "ACME, INC."]

Signature of authorized individual

Print name of authorized individual

Date: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

WHEREAS, "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

WHEREAS, BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

WHEREAS, BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

WHEREAS, CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

WHEREAS, BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

WHEREAS, BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:**

1. **DEFINITIONS:**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1. **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2. **BREACH** - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3. **BREACH NOTIFICATION RULE** - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

- 1.4. BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5. COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6. COUNTY - shall mean the entity providing/making available the information.
- 1.7. DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8. DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9. ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10. ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11. HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12. INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13. INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14. PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15. PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16. PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- 1.17. PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18. SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19. SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20. SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.21. **UNSECURED PHI** - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **TERM:**

The term of this Agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. **OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE:**

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

3.1. **Permitted Uses:** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].

3.2. **Permitted Disclosures:** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

3.3. **Prohibited Uses and Disclosures:** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for

Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- 3.4. **Appropriate Safeguards:** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- 3.5. **Business Associate's Subcontractors and Agents:** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6. **Access to Protected Information:** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7. **Amendment of PHI:** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8. **Accounting Disclosures:** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected

Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.

- 3.9. **Governmental Access to Records:** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10. **Minimum Necessary:** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 3.11. **Data Ownership:** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12. **Notification of Possible Breach:** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].
- 3.13. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents:** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3.14. **Audits, Inspection and Enforcement:** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. **HIPAA COMPLIANCE PLAN REQUIREMENT:**

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1. The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2. A process for tracking the training of staff and subcontractors.
- 4.3. A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4. A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5. A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. **DATA AGGREGATION SERVICES:**

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. **TERMINATION:**

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected

Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. **ADDITIONAL BREACH GROUNDS:**

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. **INJUNCTIVE RELIEF:**

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third-party recipient of information from BA.

9. **AMENDMENTS:**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. **DISCLAIMER:**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. **LITIGATION OR ADMINISTRATIVE PROCEEDINGS:**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. **NO THIRD-PARTY BENEFICIARIES:**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. **EFFECT ON CONTRACT:**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. **INTERPRETATION:**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. **SOFTWARE SECURITY:**

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

REPORTING EXHIBIT**1. RECORDS AND REPORTS:**

- 1.1. COUNTY shall maintain accurate accounting records of its costs and operating expenses as well as a record of all revenues received applicable to services rendered to eligible patients during the period of this Agreement. Such records of revenues, costs, and expenditures shall be open to inspection, within the reasonable time limits of record retention, by CONTRACTOR, the State Controller, the State Director of Mental Health, and the U.S. Secretary of the Department of Health and Human Services, or any of their deputies.
- 1.2. Medical records of each patient shall be kept and shall include evaluative studies and records of services provided in sufficient detail to make possible an evaluation by CONTRACTOR of the services and shall be in accordance with rules and regulations of the Community Mental Health Services Act.
- 1.3. COUNTY shall maintain beneficiary records and notes. Appropriate beneficiary information will be available to CONTRACTOR upon beneficiary discharge to be incorporated into the Mental Health case record as determined by the CONTRACTOR. Such records and information shall be provided to each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records, applicable legal requirements and recognized standards of professional practice. In the event CONTRACTOR requires extensive medical record information, COUNTY may charge Twenty-Five Cents (\$.25) per copy plus Sixteen and No/100 Dollars (\$16.00) per hour or fraction thereof for COUNTY'S actual labor time incurred to photocopy medical records. This does not preclude CONTRACTOR from photocopying medical records at no charge.
- 1.4. COUNTY shall retain all beneficiary records for seven (7) years.
- 1.5. COUNTY shall maintain statistical records and submit reports as required by CONTRACTOR on or before the fifth working day of each month. All such records shall be available for inspection by auditors designated by county or state, at reasonable times during normal business hours.
- 1.6. Statistical and financial records shall be retained for four (4) years or until program review findings and/or audit findings are resolved, whichever is later.
- 1.7. COUNTY will provide CONTRACTOR with an annual cost report on the form required by the DHCS and COUNTY, no later than 30 days following the previous State fiscal year.
- 1.8. Professional records shall be interchangeable between COUNTY and CONTRACTOR in order to support and establish a high level of clinical services and continuity of care and aftercare services in accordance with the Welfare and Institutions Code, Section 5328(a) and (b). All such records shall be confidential.

INFORMATION SECURITY REQUIREMENTS**1. DATA LOCATION**

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the COUNTY.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR'S data center(s) that will process or store COUNTY data.

2. DATA ENCRYPTION

- 2.1. For all COUNTY data, The CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR'S encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. SUB-CONTRACTOR DISCLOSURE

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf of, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

4. BUSINESS CONTINUITY

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business.
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. BREACH NOTIFICATION

- 5.1. CONTRACTOR shall notify the COUNTY's Contract Administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR'S data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.

MENTAL HEALTH CONTRACTS - SPECIAL TERMS AND CONDITIONS

CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP contract, available from COUNTY at: [MHP 22-27 Placer State County Contract-PDF \(ca.gov\)](#). All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and COUNTY requirements.

1. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

- 1.1. 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:
 - 1.1.1. California Code of Regulations, Title 9;
 - 1.1.2. California Code of Regulations, Title 22;
 - 1.1.3. California Welfare and Institutions Code, Division 5;
 - 1.1.4. United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
 - 1.1.5. United States Code of Federal Regulations, Title 45;
 - 1.1.6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
 - 1.1.7. Balanced Budget Act of 1997;
 - 1.1.8. Health Insurance Portability and Accountability Act (HIPAA); and
 - 1.1.9. 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 member services.
- 1.2. In the event any law, regulation, or guidance referred to in this Exhibit 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.
- 1.3. CONTRACTOR and any downstream subcontractors and network providers shall comply with all applicable state and federal laws and regulations, contract requirements, and other DHCS guidance, including BHINs and Policy Letters. This includes any applicable provisions of the COUNTY MOU'S with managed care plan partners as outlined in BHIN 23-056 and subsequent revisions.

2. SERVICES AND ACCESS PROVISIONS

- 2.1. **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 member's eligibility for SMHS under Medi-Cal.
- 2.2. **ACCESS TO SPECIALTY MENTAL HEALTH SERVICES:**
 - 2.2.1. 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 member includes information as a whole indicating that member's presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as specified below.

- 2.2.2. For enrolled members under twenty-one (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 members who meet either of the following criteria, (4.2.1) or (4.2.2) below. If a member under age twenty-one (21) meets the criteria as described in (4.2.1) below, the member meets criteria to access SMHS; it is not necessary to establish that the member also meets the criteria in (4.2.2) below.
- 2.2.2.1. The member 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.
- 2.2.2.2. The member meets both of the following requirements in 4.2.2.1 and 4.2.2.2 below:
- 2.2.2.2.1. The member has at least one of the following:
- 2.2.2.2.1.1. A significant impairment
- 2.2.2.2.1.2. A reasonable probability of significant deterioration in an important area of life functioning
- 2.2.2.2.1.3. A reasonable probability of not progressing developmentally as appropriate.
- 2.2.2.2.1.4. 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.
- 2.2.2.2.2. AND the member's condition as described in subparagraph (4.2.2.1) above is due to one (1) of the following:
- 2.2.2.2.3. 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).
- 2.2.2.2.4. A suspected mental health disorder that has not yet been diagnosed.
- 2.2.2.2.5. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- 2.2.3. For members twenty-one (21) years of age or older, CONTRACTOR shall provide covered SMHS for members who meet both of the following criteria, (4.3.1) and (4.3.2) below:
- 2.2.3.1. The member has one or both of the following:
- 2.2.3.1.1. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

2.2.3.1.2. A reasonable probability of significant deterioration in an important area of life functioning.

2.2.3.2. The member's condition as described in paragraph (4.3.1) is due to either of the following:

2.2.3.2.1. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

2.2.3.2.2. A suspected mental disorder that has not yet been diagnosed.

2.3. ADDITIONAL CLARIFICATIONS:

2.3.1. CRITERIA:

2.3.1.1. 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:

2.3.1.1.1. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

2.3.1.1.2. The service was not included in an individual treatment plan; or

2.3.1.1.3. The member had a co-occurring substance use disorder.

2.3.2. DIAGNOSIS NOT A PREREQUISITE:

2.3.2.1. 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.

2.4. MEDICAL NECESSITY:

2.4.1. 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 member must be medically necessary and clinically appropriate to address the member's presenting condition. Documentation in each member's chart as a whole will demonstrate medical necessity as defined below, based on the member's age at the time-of-service provision.

2.4.2. For individuals twenty-one (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.

2.4.3. For individuals under twenty-one (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.

2.5. COORDINATION OF CARE:

2.5.1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the member, 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 member-centered and whole-person approach to services.

- 2.5.2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- 2.5.3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link members 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.
- 2.5.4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- 2.5.5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant member authorization to share member information with and among all other providers involved in the member's care, in satisfaction of state and federal privacy laws and regulations.

2.6. CO-OCCURRING TREATMENT AND NO WRONG DOOR:

- 2.6.1. 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 member meets criteria for both NSMHS and SMHS, the member should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the member has a co-occurring mental health condition and substance use disorder.
- 2.6.2. Under this Agreement, CONTRACTOR will ensure that members receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
 - 2.6.2.1. 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 member does not meet criteria for SMHS.
 - 2.6.2.2. If CONTRACTOR is serving a member receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

3. AUTHORIZATION AND DOCUMENTATION PROVISION

3.1. SERVICE AUTHORIZATION:

- 3.1.1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
- 3.1.2. 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.
- 3.1.3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
- 3.1.4. 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.

- 3.1.5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than seventy-two (72) hours) is necessary due to a member's specific needs and circumstances that could seriously jeopardize the member's life or health, or ability to attain, maintain, or regain maximum function.

3.2. DOCUMENTATION REQUIREMENTS:

- 3.2.1. CONTRACTOR will follow all documentation requirements as specified in within Section 3 of this Exhibit, inclusive in compliance with federal, state and COUNTY requirements. The documentation standards below apply to all SMH services except for Psychiatric inpatient services provided in hospitals, Psychiatric Health Facilities, or Psychiatric Residential Treatment Facilities.
- 3.2.2. 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.
- 3.2.3. 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 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.
- 3.2.4. SMH services shall be provided in the least restrictive setting and shall be consistent with the goals of recovery and resiliency, learning and development, and enhanced self-sufficiency.

3.3. ASSESSMENTS:

CONTRACTOR shall ensure that all member medical records include an assessment of each member's need for mental health services.

3.3.1. Standardized Assessment Requirements:

3.3.1.1. Timely assessments:

- 3.3.1.1.1. To ensure that members receive the right service, at the right time, and in the right place, providers shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice.
- 3.3.1.1.2. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.
- 3.3.1.1.3. Clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the 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 member does not meet the access criteria for the delivery system in which they initially sought care.

3.3.1.2. Crisis Assessments:

3.3.1.2.1. Crisis assessments completed during the provision of SMH crisis intervention or crisis stabilization, or a Mobile Crisis Services encounter, need not meet the comprehensive assessment requirements outlined here. However, crisis assessments are not a replacement for a comprehensive assessment. When a member who has received a crisis assessment subsequently receives other SMH services, an assessment shall be completed as outlined below.

3.3.1.3. Assessments (i):

3.3.1.3.1. CONTRACTOR shall use uniform assessment domains as identified below. The assessment may be in any format so long as the assessment domains and components are included, and the assessment information is comprehensive, consolidated, and can be produced and shared as appropriate to support coordinated care, in accordance with applicable state and federal privacy laws.

3.3.1.3.2. The assessment shall include the licensed provider's recommendations for medically necessary services and additional provider referrals, as clinically appropriate.

3.3.1.3.3. The problem list and progress note requirements identified in this BHIN shall support the medical necessity of each service provided.

3.3.1.3.4. The diagnosis, current mental status, medication history, and assessment of relevant conditions and psychosocial factors affecting the member's physical and mental health must be completed by a provider, operating within their scope of practice under California state law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional.

3.3.1.3.5. Both licensed and non-licensed providers, including those not qualified to diagnose a mental health condition, may contribute to the assessment consistent with their scope of practice.

3.3.1.3.6. The assessment shall include a typed or legibly printed name, signature of the service provider, provider title (or credentials), and date of signature.

3.3.1.3.7. For members under the age of twenty-one (21), the Child and Adolescent Needs and Strengths (CANS) Assessment tool continues to be required and may be utilized to inform the assessment domain requirements. An initial CANS shall be completed or an existing CANS shall be updated by a CANS certified provider. For additional guidance on CANS requirements, please refer to MHSUDS IN 17-052 and MHSUDS IN 18-007.

3.3.1.4. Assessment Domain Requirements:

3.3.1.4.1. A domain is a reference to categories of information that should be captured within the SMHS assessment. To the extent the information is available, all components listed within each of the

seven (7) domains shall be included as part of a comprehensive assessment.

- 3.3.1.4.2. Domain 1: Presenting Problem(s) Current Mental Status History of Presenting Problem(s) Member-Identified Impairment(s).
- 3.3.1.4.3. Domain 2: Trauma..
- 3.3.1.4.4. Domain 3: Behavioral Health History Co-occurring Substance Use
- 3.3.1.4.5. Domain 4: Medical History Current Medications Co-occurring Conditions (other than substance use).
- 3.3.1.4.6. Domain 5: Social and Life Circumstances Culture/Religion/Spirituality.
- 3.3.1.4.7. Domain 6: Strengths, Risk Behaviors, and Protective Factors.
- 3.3.1.4.8. Domain 7: Clinical Summary and Recommendations Diagnostic Impression Medical Necessity Determination/LOC/Access Criteria.

3.4. ICD-10:

- 3.4.1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- 3.4.2. 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.
- 3.4.3. 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.

3.5. PROBLEM LIST:

- 3.5.1. CONTRACTOR shall create and maintain a problem list for each member served under this Agreement.
- 3.5.2. The problem list may include symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters. The problem list shall include, but is not limited to, the following:
 - 3.5.2.1. Diagnosis/es identified by a provider acting within their scope of practice, if any.
 - 3.5.2.2. Diagnosis-specific specifiers from the current Diagnostic and Statistical Manual of Mental Disorders shall be included with the diagnosis, when applicable.
- 3.5.3. Current International Classification of Diseases (ICD) Clinical Modification (CM) codes.
- 3.5.4. Problems identified by a provider acting within their scope of practice, if any.
- 3.5.5. Problems identified by the member and/or significant support person, if any.

- 3.5.6. The name and title (or credentials) of the provider that identified, added, or resolved the problem, and the date the problem was identified, added, or resolved.
- 3.5.7. A problem identified during a service encounter (e.g., crisis intervention encounter) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.
- 3.5.8. The problem list shall be updated on an ongoing basis to reflect the current presentation of the member. Providers, within their scopes of practice, shall add to, amend, or resolve problems from the problem list when there is a relevant change to a member's condition.
 - 3.5.8.1. DHCS 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, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.
- 3.5.9. For members that were receiving services prior to July 1, 2022 (the date that problem list requirements first took effect), a problem list is not required to be created retroactively. However, a problem list should be started when the member receives a subsequent service after July 1, 2022.

3.6. CARE PLANNING REQUIREMENTS:

- 3.6.1. Standalone member plans are no longer required for all SMHS services. The intent of this change is to affirm that care planning is an ongoing, interactive component of service delivery rather than a one-time event. Where possible, DHCS has modified, or may modify, state-level requirements for care, member, service, and treatment plans (hereafter referred to as "care plans") to eliminate additional care planning specifications and align with the Medi-Cal requirements described in BHIN 23-068
- 3.6.2. There are some programs, services, and facility types for which federal or state law continues to require the use of care plans and/or specific care planning activities (see Enclosure 1a). For services, programs, or facilities for which care plan requirements remain in effect:
 - 3.6.2.1. Providers must adhere to all relevant care planning requirements in state or federal law.
 - 3.6.2.2. The provider shall document the required elements of the care plan within the member record. For example, required care plan elements may be notated within the assessment record, problem list, or progress notes, or the provider may use a dedicated care plan template within an Electronic Health Record.
 - 3.6.2.3. To support delivery of coordinated care, the provider shall be able to produce and communicate the content of the care plan to other providers, the member, and Medi-Cal behavioral health delivery systems, in accordance with applicable state and federal privacy laws.
 - 3.6.2.4. Medi-Cal behavioral health delivery systems shall not enforce requirements for the location, format, or other specifications for documentation of the care plan that differ from those described within BHIN 23-068 and referenced in its Enclosures.
- 3.6.3. CONTRACTOR shall provide a care plan for Peer Support Services.

3.6.4. CONTRACTOR shall provide a care plan for the following services and facilities:

- 3.6.4.1. Peer Support Services.
- 3.6.4.2. Children's Crisis residential programs (CCRP).
- 3.6.4.3. Community Treatment Facilities (CTF).
- 3.6.4.4. Mental Health Rehabilitation Centers (MHRC).
- 3.6.4.5. Mental Health Full-Service Partnership (FSP).
- 3.6.4.6. Individual Services and Supports Plan (ISSP).
- 3.6.4.7. Short Term Residential Therapeutic Programs (STRTP).
- 3.6.4.8. Targeted Case Management (TCM).
- 3.6.4.9. Therapeutic Behavioral Health Services (TBS).

These programs will refer to the appropriate state or federal code for regulations surrounding care plans as outlined in BHIN 23-068.

3.7. PROGRESS NOTES:

- 3.7.1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.
- 3.7.2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
 - 3.7.2.1. Should more than one (1) provider render a service, either to a single member or to a group, at least one (1) progress note per member must be completed. The note must be signed by at least one (1) provider. The progress note shall clearly document the specific involvement and duration of direct patient care for each provider of the service.
- 3.7.3. Progress notes for all non-group services shall include:
 - 3.7.3.1. The type of service rendered.
 - 3.7.3.2. A brief description of how the service addressed the member's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
 - 3.7.3.3. The date that the service was provided to the member.
 - 3.7.3.4. Duration of the patient care for the service.
 - 3.7.3.5. Location/place of service.
 - 3.7.3.6. A typed or legibly printed name, signature of the service provider and date of signature.
 - 3.7.3.7. A brief summary of Next steps, including, but not limited to, planned action steps by the provider or by the member, collaboration with the member, collaboration with other provider(s) and any update to the problem list as appropriate.
- 3.7.4. For Group Services:
 - 3.7.4.1. When a group service is rendered, a list of participants is required to be documented and maintained by the provider.

- 3.7.4.2. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group, and includes the information listed in 3.7.3 above.
- 3.7.4.3. The progress note for the group service encounter shall also include a brief description of the members' response to the service.
- 3.7.5. The contents of the progress note shall support effective clinical care and coordination among providers. Notes shall include the minimum elements described above, but the nature and extent of the information included may vary based on the service type and the member's clinical needs. Some notes may appropriately contain less descriptive detail than others. If information is located elsewhere in the clinical record (for example, a treatment plan template), it does not need to be duplicated in the progress note.
- 3.7.6. CONTRACTOR shall complete progress notes within three (3) business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).
- 3.7.7. CONTRACTOR shall complete at minimum a daily progress note for services that are billed on a daily basis, (i.e. bundled services), such as residential and inpatient services, if applicable. If a bundled service is delivered on the same day as a second service that is not included in the bundled rate, there must also be a progress note to support the second, unbundled service.

3.8. TRANSITION OF CARE TOOL:

- 3.8.1. CONTRACTOR shall use a Transition of Care Tool for any members whose existing services will be transferred from CONTRACTOR to a 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.
- 3.8.2. 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.
- 3.8.3. 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.

3.9. TELEHEALTH:

- 3.9.1. CONTRACTOR may provide services via telehealth in accordance with BHIN 23-018.
 - 3.9.1.1. Patient choice must be preserved; therefore, patients have the right to request and receive in-person services.
 - 3.9.1.2. All covered SMHS services delivered via telehealth shall be provided in compliance with the privacy and security requirements contained in the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996

found in Parts 160 and 164 of Title 45 of the Code of Federal Regulations, Part 2 of Title 42 of the Code of Federal Regulations, the Medicaid State Plan, and any other applicable state and federal statutes and regulations. Specific guidance for providers regarding HIPAA and telehealth is available from the external resources listed on DHCS' Telehealth Resources page. More information on telehealth can be found on the DHCS Medi-Cal & Telehealth page and the DHCS Telehealth Resources page.

- 3.9.1.3. CONTRACTOR must meet all applicable Medi-Cal licensure and program enrollment requirements. CONTRACTOR must be located in California, they must be licensed in California, enrolled as a Medi-Cal rendering provider, and affiliated with a Medi-Cal enrolled provider group in California or a border community, as outlined in DHCS's Telehealth Policy Paper and the Medi-Cal Provider Manual.
- 3.9.1.4. CONTRACTOR must also meet the requirements of Business and Professions Code Section 2290.5(a)(3), or otherwise be designated by DHCS as able to render Medi-Cal services via telehealth. All providers that are listed in the California Medicaid State Plan as qualified providers of SMHS services are designated by DHCS as able to render covered services, within their scopes of practice, via telehealth.
- 3.9.1.5. Any services offered by CONTRACTOR via synchronous audio-only interaction must also be offered via synchronous video interaction to preserve member choice.
- 3.9.1.6. Any services offered by CONTRACTOR via telehealth must also be:
 - 3.9.1.6.1. Offered via in-person, face-to-face contact; or
 - 3.9.1.6.2. Arranged for a referral to, and a facilitation of, in-person care that does not require a member to independently contact a different provider to arrange for that care.

3.9.2. Member Consent:

- 3.9.2.1. CONTRACTOR SHALL obtain verbal or written consent for the use of telehealth as an acceptable mode of delivering services, prior to initial delivery of covered services via telehealth, and must explain the following to members:
 - 3.9.2.1.1. The member has a right to access covered services in person.
 - 3.9.2.1.2. Use of telehealth is voluntary and consent for the use of telehealth can be withdrawn at any time without affecting the member's ability to access Medi-Cal covered services in the future.
 - 3.9.2.1.3. Non-medical transportation benefits are available for in-person visits.
 - 3.9.2.1.4. Any potential limitations or risks related to receiving covered services through telehealth as compared to an in-person visit, if applicable.
- 3.9.2.2. CONTRACTOR must also document the member's verbal or written consent to receive covered services via telehealth prior to the initial delivery of the services. The member's consent must be documented in their medical record

and made available to upon request. A provider may utilize a general consent agreement to meet this documentation requirement if that general consent agreement:

- 3.9.2.2.1. Specifically mentions the use of telehealth delivery of covered services.
- 3.9.2.2.2. Includes the information described above.
- 3.9.2.2.3. Is completed prior to initial delivery of services.
- 3.9.2.2.4. Is included in the member record.

3.9.3. Requirements for Establishing New Patient Relationships:

- 3.9.3.1. State law prohibits the use of asynchronous store and forward, synchronous audio-only interaction, or remote patient monitoring when providers establish new patient relationships with Medi-Cal members. Establishment of new patient relationships is defined as follows:
 - 3.9.3.1.1. For SMHS, the establishment of care for a new patient refers to the mental health assessment done by a licensed clinician.
- 3.9.3.2. CONTRACTOR may establish a relationship with new patients via synchronous audio-only interaction in the following instances:
 - 3.9.3.2.1. When the visit is related to sensitive services as defined in subsection (n) of Section 56.06 of the Civil Code. This includes all covered DMC-ODS services.
 - 3.9.3.2.2. When the patient requests that the provider utilizes synchronous audio-only interactions or attests they do not have access to video.
 - 3.9.3.2.3. When the visit is designated by DHCS to meet another exception developed in consultation with stakeholders.
- 3.9.3.3. CONTRACTOR shall comply with all applicable federal and state laws, regulations, bulletins/information notices, and guidance when establishing a new patient relationship via telehealth.

3.9.4. Program Specific Requirements:

- 3.9.4.1. The initial clinical assessment and establishment of a new patient relationship, including any determination of diagnosis and/or medical necessity, may be delivered through synchronous video interaction.
- 3.9.4.2. The initial clinical assessment and establishment of a new patient relationship, including any determination of diagnosis and/or medical necessity, shall only be delivered through synchronous audio-only interaction only in the situations identified in BHIN 23-018.
- 3.9.4.3. Covered SMHS may be delivered through telehealth when those services meet the standard of care.
- 3.9.4.4. Licensed providers and non-licensed staff may provide services via telehealth, as long as the service is within their scope of practice.
- 3.9.4.5. Certain services, such as crisis stabilization, day rehabilitation, day treatment intensive, psychiatric health facility services, inpatient psychiatric hospital

services, crisis residential treatment services, and adult residential treatment services, require a clearly established site for services and require some in-person contact between facility staff and a member to be claimed. However, California's State Plan does not require that all components of these services be provided in-person (For example, services can be provided via telehealth for a patient quarantined in their room due to illness).

- 3.9.5. 5150 Evaluations and 5151 Assessments: W&I 5150 evaluations and 5151 assessments may be performed by authorized providers face-to-face via synchronous video interaction as per W&I 5008(a) and W&I 5151(b). This may include release from involuntary holds for evaluation and treatment, as appropriate. These services are Medi-Cal reimbursable regardless of whether they are provided in person or through synchronous video interaction as long as the individual is Medi-Cal eligible, the service is Medi-Cal covered, and all Medi-Cal requirements are met. This assessment shall be made face-to-face either in person or by synchronous interaction through a mode of telehealth that utilizes both audio and visual components.

4. **CHART AUDITING AND REASONS FOR RECOUPMENT**

- 4.1. **MAINTENANCE OF RECORDS:** 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.
- 4.2. **ACCESS TO RECORDS:** 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.
- 4.3. **FEDERAL, STATE AND COUNTY AUDITS:** 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.
- 4.4. **INTERNAL AUDITING:**
- 4.4.1. CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.
- 4.4.2. 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.

4.5. CONFIDENTIALITY IN AUDIT PROCESS:

- 4.5.1. CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR'S member 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.
- 4.5.2. 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.
- 4.5.3. 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.

4.6. REASONS FOR RECOUPMENT:

- 4.6.1. 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.
- 4.6.2. Such audits may result in requirements for CONTRACTOR to reimburse COUNTY for services previously paid in the following circumstances:
 - 4.6.2.1. Identification of Fraud, Waste or Abuse as defined in federal regulation
 - 4.6.2.1.1. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - 4.6.2.1.2. 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
 - 4.6.2.2. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.
 - 4.6.2.3. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
- 4.6.3. 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.

4.7. COOPERATION WITH AUDITS:

- 4.7.1. 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.
- 4.7.2. In addition, CONTRACTOR shall comply with all requests for any documentation or files including, but not limited to, member and personnel files.

- 4.7.3. 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.
- 4.7.4. 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 438.230(c)(3)(i-iii).

5. MEMBER PROTECTIONS

5.1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION:

- 5.1.1. CONTRACTOR shall utilize COUNTY'S designated grievance and appeal system for resolving disputes and grievances including discrimination grievances and issuing Notices of Adverse Benefit Determinations (NOABDS) pursuant to current state and federal guidelines.
- 5.1.2. CONTRACTOR shall not discourage the filing of grievances and members do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- 5.1.3. 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.
- 5.1.4. NOABDs must be issued to members 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.
- 5.1.5. 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).
- 5.1.6. CONTRACTOR must provide members with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
- 5.1.7. 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.
- 5.1.8. CONTRACTOR shall not require a member to file a Discrimination Grievance with the CONTRACTOR before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- 5.1.9. CONTRACTOR shall have access to the COUNTY designated discrimination grievance coordinator to answer questions and provide appropriate assistance to CONTRACTOR staff and members regarding the CONTRACTOR'S state and federal nondiscrimination

legal obligations. Advise the CONTRACTOR about nondiscrimination best practices and accommodating persons with disabilities. Investigate and process any Americans with Disabilities Act, section 504 of the Rehabilitation Act, section 1557 of the Affordable Care Act, and/or Gov. Code section 11135 grievances received by the CONTRACTOR.

- 5.2. **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.
- 5.3. **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).)

6. **PROGRAM INTEGRITY**

- 6.1. **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)).
 - 6.1.1. **Credentialing and Re-Credentialing of Providers:** 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.
 - 6.1.2. 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.
 - 6.1.3. 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.
 - 6.1.4. 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:
 - 6.1.4.1. Any limitations or disabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.
 - 6.1.4.2. A history of loss of license or felony convictions.
 - 6.1.4.3. A history of loss or limitation of privileges or disciplinary activity.
 - 6.1.4.4. A lack of present illegal drug use.
 - 6.1.4.5. The application's accuracy and completeness.
 - 6.1.5. 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.
 - 6.1.6. 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.

6.1.7. CONTRACTOR is required to verify and document at a minimum every three (3) 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.

6.2. SCREENING AND ENROLLMENT REQUIREMENTS:

6.2.1. 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)).

6.2.2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to one hundred twenty (120) days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one (1) 120-day period without enrollment of the CONTRACTOR, and notify affected members. (42 C.F.R. § 438.602(b)(2)).

6.2.3. 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).

6.3. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS:

6.3.1. 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:

6.3.1.1. 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.

6.3.1.2. 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.

6.3.1.3. 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.

6.3.1.4. 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.

6.3.1.5. Effective lines of communication between the Compliance Officer and the organization's employees.

6.3.1.6. Enforcement of standards through well-publicized disciplinary guidelines.

6.3.1.7. 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.

- 6.3.1.8. The requirement for prompt reporting and repayment of any overpayments identified.
- 6.3.2. 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:
 - 6.3.2.1. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7).
 - 6.3.2.2. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2).
 - 6.3.2.3. Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
 - 6.3.2.4. 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).
- 6.3.3. 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.
- 6.3.4. 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.
- 6.3.5. 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)).
- 6.3.6. 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 sixty (60) calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

6.4. INTEGRITY DISCLOSURES:

- 6.4.1. 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 thirty-five (35) days of any change in ownership or controlling interest of CONTRACTOR. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
- 6.4.2. 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 thirty-five (35) days of the change. (42 C.F.R. § 455.104.)

6.4.3. CONTRACTOR must disclose the following information as requested in the Provider Disclosure Statement:

6.4.3.1. Disclosure of five percent (5%) or More Ownership Interest:

- 6.4.3.1.1. 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.
- 6.4.3.1.2. 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.
- 6.4.3.1.3. 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.
- 6.4.3.1.4. 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)

6.4.3.2. Disclosures Related to Business Transactions:

- 6.4.3.2.1. 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.
- 6.4.3.2.2. 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).)

6.4.3.3. Disclosures Related to Persons Convicted of Crimes:

- 6.4.3.3.1. 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.)
- 6.4.3.3.2. 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 ten (10) years.

6.4.4. CONTRACTOR must provide disclosure upon execution of Contract, extension for renewal, and within thirty-five (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.

- 6.4.5. 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.

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

- 6.5.1. 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.
- 6.5.2. 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:
 - 6.5.2.1. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions.
 - 6.5.2.2. www.sam.gov/portal/SAM - GSA Exclusions Extract.
 - 6.5.2.3. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List.
 - 6.5.2.4. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES).
 - 6.5.2.5. Any other database required by DHCS or DHHS.
- 6.5.3. 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.
 - 6.5.3.1. <https://www.ssdmf.com/> - Social Security Death Master File.
- 6.5.4. 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.
- 6.5.5. 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.
- 6.5.6. 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.

- 6.5.7. 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.

7. QUALITY IMPROVEMENT PROGRAM

7.1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION:

- 7.1.1. 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.
- 7.1.2. 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 members' 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, member and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and member grievances. CONTRACTOR shall measure, monitor, and annually report to the COUNTY its performance.
- 7.1.3. CONTRACTOR shall implement mechanisms to assess member/family satisfaction based on COUNTY'S guidance. The CONTRACTOR shall assess member/family satisfaction by:
 - 7.1.3.1. Surveying member/family satisfaction with the CONTRACTOR'S services at least annually.
 - 7.1.3.2. Evaluating member grievances, appeals and State Hearings at least annually.
 - 7.1.3.3. Evaluating requests to change persons providing services at least annually.
 - 7.1.3.4. Informing the COUNTY and members of the results of member/family satisfaction activities.
- 7.1.4. 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.
- 7.1.5. 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.

- 7.1.6. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.
- 7.1.7. 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.
- 7.1.8. 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.
- 7.1.9. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.
- 7.1.10. 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)

7.2. NETWORK ADEQUACY:

- 7.2.1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to members in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
- 7.2.2. 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.
- 7.2.3. 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.
- 7.2.4. 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 member the ability to choose the person providing services to them.

7.3. TIMELY ACCESS:

7.3.1. 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.

7.3.2. Timely Access Standards include:

- 7.3.2.1. CONTRACTOR must have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the CONTRACTOR'S provider only serves Medi-Cal members, 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.
- 7.3.2.2. 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.
- 7.3.2.3. Urgent care appointments for services that do not require prior authorization must be provided to members within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to members within 96 hours of request.
- 7.3.2.4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal members within ten (10) business days from the date the member or a provider acting on behalf of the member, 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 members within fifteen (15) business days from the date the member or a provider acting on behalf of the member, requests an appointment for a medically necessary service.
- 7.3.2.5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the member's record that a longer waiting period will not have a detrimental impact on the health of the member.
- 7.3.2.6. 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.

7.4. PRACTICE GUIDELINES:

7.4.1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY'S practice guidelines) that meet the following requirements:

- 7.4.1.1. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field.

- 7.4.1.2. They consider the needs of the members.
- 7.4.1.3. They are adopted in consultation with contracting health care professionals.
- 7.4.1.4. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
- 7.4.2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to members and potential members (42 C.F.R. § 438.236(c)).
- 7.5. **PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE):**
 - 7.5.1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal members 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.
 - 7.5.2. 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.
- 7.6. **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).
- 7.7. **REPORTING UNUSUAL OCCURRENCES:**
 - 7.7.1. CONTRACTOR shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of members, staff and/or members of the community, including, but not limited to, physical injury and death.
 - 7.7.2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
 - 7.7.2.1. Complete written description of event including outcome.
 - 7.7.2.2. Written report of CONTRACTOR'S investigation and conclusions.
 - 7.7.2.3. List of persons directly involved and/or with direct knowledge of the event.
 - 7.7.3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

8. FINANCIAL TERMS

8.1. CLAIMING:

- 8.1.1. CONTRACTOR shall enter claims data into the COUNTY'S billing and transactional database system within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure

Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.

- 8.1.2. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- 8.1.3. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

8.2. INVOICING:

- 8.2.1. CONTRACTOR shall invoice COUNTY for services monthly, in arrears, in the format directed by COUNTY. Invoices shall be based on claims entered into the COUNTY'S billing and transactional database system for the prior month.
- 8.2.2. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY'S billing and transactional database in combination with the formula involving the hourly service rates and practitioner types listed below. All claims for outpatient services must use units of service. Only the time it takes to provide direct services associated with that code can be counted toward a unit of service. All units of service must be whole numbers.
- 8.2.3. COUNTY'S payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY'S adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 4 above.

8.3. ADDITIONAL FINANCIAL REQUIREMENTS:

- 8.3.1. 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.
- 8.3.2. 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.
- 8.3.3. 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.
- 8.3.4. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the COUNTY failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

8.4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]:

- 8.4.1. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

- 8.4.2. CONTRACTOR may not charge services delivered to an eligible member under one funded program to another funded program unless the member is also eligible for services under the second funded program.

8.5. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES:

- 8.5.1. If COUNTY determines that CONTRACTOR is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. CONTRACTOR shall observe and comply with all applicable financial audit report requirements and standards.
- 8.5.2. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the COUNTY. COUNTY programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
- 8.5.3. CONTRACTOR will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six (6) months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
- 8.5.4. CONTRACTOR must submit any required corrective action plan to the COUNTY simultaneously with the audit report or as soon thereafter as it is available. The COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

9. ADDITIONAL FINAL RULE PROVISIONS

9.1. NON-DISCRIMINATION:

- 9.1.1. 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.
- 9.1.2. 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.

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

9.3. APPLICABLE FEES:

- 9.3.1. 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.

- 9.3.2. 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.
- 9.3.3. 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).
- 9.3.4. CONTRACTOR must not bill clients, for covered services, any amount greater than would be owed if COUNTY provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.
- 9.4. **CULTURAL COMPETENCE:** All services, policies and procedures must be culturally and linguistically appropriate. CONTRACTOR must participate in the implementation of the most recent Cultural Competency Plan for the COUNTY and shall adhere to all cultural competency standards and requirements. CONTRACTOR shall participate in the COUNTY'S efforts to promote the delivery of services in a culturally competent and equitable manner to all clients, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.
- 9.5. **CLIENT INFORMING MATERIALS:**
 - 9.5.1. Basic Information Requirements:
 - 9.5.1.1. 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.
 - 9.5.1.2. 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).)
 - 9.5.1.3. 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.
 - 9.5.1.4. CONTRACTOR shall use DHCS/COUNTY developed member handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
 - 9.5.1.5. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
 - 9.5.1.5.1. The format is readily accessible;
 - 9.5.1.5.2. The information is placed in a location on the CONTRACTOR'S website that is prominent and readily accessible;

- 9.5.1.5.3. The information is provided in an electronic form which can be electronically retained and printed;
- 9.5.1.5.4. The information is consistent with the content and language requirements of this Agreement;
- 9.5.1.5.5. The client is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days. (42 C.F.R. § 438.10(c)(6).)

9.5.2. Language and Format:

- 9.5.2.1. 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))
- 9.5.2.2. 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.
- 9.5.2.3. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, member 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))
 - 9.5.2.3.1. 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))
- 9.5.2.4. 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))
- 9.5.2.5. 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).
- 9.5.2.6. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

9.5.3. Member Informing Materials:

- 9.5.3.1. Each client must receive and have access to the member informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Member informing materials include but are not limited to:
 - 9.5.3.1.1. Guide to Medi-Cal Mental Health Services.
 - 9.5.3.1.2. County Member Handbook (BHIN 22-060).
 - 9.5.3.1.3. Provider Directory.
 - 9.5.3.1.4. Advance Health Care Directive Form (required for adult clients only).
 - 9.5.3.1.5. Notice of Language Assistance Services available upon request at no cost to the client.

- 9.5.3.1.6. Language Taglines.
- 9.5.3.1.7. Grievance/Appeal Process and Form.
- 9.5.3.1.8. Notice of Privacy Practices.
- 9.5.3.1.9. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21).
- 9.5.3.2. CONTRACTOR shall provide each client with a member handbook at the time the client first accesses services. The member handbook shall be provided to members within 14 business days after receiving notice of enrollment.
- 9.5.3.3. CONTRACTOR shall give each client notice of any significant change to the information contained in the member handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- 9.5.3.4. 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.
- 9.5.3.5. 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 (5) business days. Large print materials shall be in a minimum 18-point font size.
- 9.5.3.6. Informing materials will be considered provided to the client if CONTRACTOR does one (1) or more of the following:
 - 9.5.3.6.1. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service.
 - 9.5.3.6.2. Mails a printed copy of the information upon the client's request to the client's mailing address.
 - 9.5.3.6.3. Provides the information by email after obtaining the client's agreement to receive the information by email.
 - 9.5.3.6.4. 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.
 - 9.5.3.6.5. 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.
- 9.5.4. Provider Directory:
 - 9.5.4.1. CONTRACTOR must follow the COUNTY'S provider directory policy, in compliance with MHSUDS IN 18-020.

- 9.5.4.2. 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 thirty (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).
- 9.5.4.3. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.
- 9.5.4.4. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

10. DATA, PRIVACY AND SECURITY REQUIREMENTS

10.1. CONFIDENTIALITY AND SECURE COMMUNICATIONS:

- 10.1.1. 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.
- 10.1.2. CONTRACTOR will comply with all COUNTY policies and procedures related to confidentiality, privacy, and secure communications.
- 10.1.3. CONTRACTOR shall have all employees acknowledge an Oath of Confidentiality mirroring that of the COUNTY, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- 10.1.4. CONTRACTOR shall not use or disclose PHI or PII other than as permitted or required by law.

10.2. ELECTRONIC PRIVACY AND SECURITY:

- 10.2.1. CONTRACTOR shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner.
- 10.2.2. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. CONTRACTOR shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every ninety (90) days.
- 10.2.3. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. CONTRACTORS that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- 10.2.4. CONTRACTOR entering data into any COUNTY electronic systems shall ensure that staff are trained to enter and maintain data within this system.

10.3. BUSINESS ASSOCIATE AGREEMENT (BAA):

10.3.1. CONTRACTOR may perform or assist COUNTY in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the CONTRACTOR shall be a Business Associate of the COUNTY and shall comply with the applicable provisions set forth in the HIPAA BAA, which must be signed and attached as an exhibit to this Agreement.

10.3.2. CONTRACTOR shall follow all requirements listed within the BAA and shall comply with all applicable COUNTY policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. CONTRACTOR agrees to hold the COUNTY harmless for any breaches or violations.

11. CLIENTS' RIGHTS

CONTRACTOR shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

12. RIGHT TO MONITOR

12.1. 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.

12.2. 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 (10) 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)).

12.3. 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)).

12.4. 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.

12.5. 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.

- 12.6. 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 (10) 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. 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.
- 12.10. CONTRACTOR shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
- 12.11. CONTRACTOR shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) 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.
- 12.12. 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.
- 12.13. 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 (7) calendar days of said termination/end date.
- 12.14. 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.

- 12.15. 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.

13. **SITE INSPECTION**

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.

14. **OTHER FEDERAL REQUIREMENTS**

14.1. **SMOKE-FREE WORKPLACE CERTIFICATION:**

- 14.1.1. Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under eighteen (18) directly or through local governments.
- 14.1.2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- 14.1.3. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- 14.1.4. By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- 14.1.5. CONTRACTOR further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

- 14.2. **OFFICIALS NOT TO BENEFIT:** No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

14.3. **CERTIFICATION AND DISCLOSURE REQUIREMENTS:**

- 14.3.1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in the Exhibit entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Section 14.4, entitled Prohibition, of this provision.
- 14.3.2. Each recipient shall file a disclosure (in the form entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'", as set forth in the Exhibit entitled "Certification Regarding Lobbying") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Section 14.4, entitled Prohibition, of this provision if paid for with appropriated funds.
- 14.3.3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Section 14.3.2 herein. An event that materially affects the accuracy of the information reported includes:
- 14.3.3.1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 14.3.3.2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action;
- 14.3.3.3. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 14.3.4. Each person (or recipient) who requests or receives from a person referred to in Section 14.3.1 of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- 14.3.5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by CONTRACTOR. CONTRACTOR shall forward all disclosure forms to COUNTY.
- 14.4. **PROHIBITION:** Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
- 14.5. **PROVIDER SELECTION:**
- 14.5.1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

- 14.5.2. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

14.6. AUDITING AND MONITORING:

- 14.6.1. CONTRACTOR agrees to maintain and preserve, until three (3) years after termination of this Agreement, and final payment from DHCS to the CONTRACTOR, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- 14.6.2. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- 14.6.3. CONTRACTOR'S facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 14.6.4. CONTRACTOR agrees that COUNTY, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.
- 14.6.5. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896)."
- 14.6.6. CONTRACTOR shall preserve and make available his/her records (1) for a period of ten (10) years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
- 14.6.7. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to

microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- 14.6.8. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the CONTRACTOR or Subcontractor, the CONTRACTOR shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

14.7. CONFIDENTIALITY OF INFORMATION:

- 14.7.1. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to CONTRACTOR, as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- 14.7.2. CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
- 14.7.3. CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- 14.7.4. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY, except if disclosure is required by State or Federal law.
- 14.7.5. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- 14.7.6. As deemed applicable by COUNTY, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.