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

Contract No. _____

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

PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 11, 2024 by and between the County of Nevada, ("County"), and Victor Community Support Services, Inc. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Million Five Hundred Seventy Eight Thousand One Hundred Thirty Three Dollars ($3,578,133).**

3. **Term** This Contract shall commence on July 1, 2024 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.

4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.

5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.

6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract

to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent

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

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

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.

14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.

16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

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

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

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

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

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

21. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549

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

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

22.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

22.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

23. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

24. **Termination**.

A. A material breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**

C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform

services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

E. Any notice to be provided under this section may be given by the Agency Director.

F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract,

such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.

27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code

28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 24, Termination.

30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.

32. **Subrecipient** This contract ☒shall not ☐shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

    Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names,

addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

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

34. **Additional Contractor Responsibilities**

A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.

B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

35. **Information Technology Security Requirements** This contract ☐**shall not** ☒**shall** be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

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

COUNTY OF NEVADA:		**CONTRACTOR:**	
Nevada County Behavioral Health Department of Health and Human Services		Victor Community Support Services, Inc.	
Address:	500 Crown Point Circle, Suite 100	Address	1360 East Lassen Avenue
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Chico, California 95973
Attn:	Cindy Morgan	Attn:	Sabrina Roye
Email:	cindy.morgan@nevadacountyca.gov	Email:	Sroye@victor.org
Phone:	(530) 265-1779	Phone:	(530) 230-1217

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

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

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

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Victor Community Support Services, Inc.

By: _____ Date: _____

Name: _____

* Title: _____

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

Exhibits

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements
Exhibit D: Behavioral Health Provisions
Exhibit E: Schedule of HIPAA Provisions
Exhibit F: Information Technology Security
Summary Page

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

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

1) Client Populations Served
    a. Eastern and Western Nevada County
    b. Child Welfare Services (CWS) and Probation youth needing full-service partnership
    c. SB163 Children and Youth
    d. Children in the Katie A subclass
    e. Individuals experiencing signs of early psychosis symptoms
    f. Other clients as referred
2) Programs
    a. Intensive Full-Service Partnership Wraparound Services **(**Exhibit A-1)
    b. Early Psychosis Intervention (EPI) Program (Exhibit A-2)
3) Staffing
    a. The Contractor will maintain positions consistent with the principles of Full-Service Partnership Mental Health Services, Therapeutic Behavioral Services, SB 163 Wraparound, and other standards of service related to this contract, including but not limited to:
        i. Director and Clinical Supervisors
        ii. Psychiatrist
        iii. Psychotherapists
        iv. Case Manager/Facilitator/Mental Health Rehabilitation Specialist
        v. Family Support Counselors
        vi. Family Parent Partner
    b. Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement.
    c. Infrastructure
        i. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services
4) Target Population
    a. All Contractor services will be targeted to serve Nevada County children and their families.
    b. All referred individuals will meet the established County's criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services will be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services will be provided to children up through age 22 that meet program eligibility requirements.
    c. These individuals, because of their diagnosis are:

i. at risk of, or history of psychiatric hospitalization, residential care or out of home placement;
ii. homeless or at risk of being homeless;
iii. at risk of aging out of foster care without permanent supportive relationships; or
iv. at risk of academic failure or current school disciplinary problems; and
v. at risk of or current involvement in the juvenile justice system and
vi. in the Katie A subclass of children.

d. This population also includes CWS and Probation youth needing FSP services.
e. Special attention will be provided to the outreach and engagement of the County's Latino population, and the outreach and provision to the more remote and underserved areas of the county including Truckee and North San Juan.
f. All referrals to the program will be screened and authorized by the County using mutually agreed upon established protocols. Referrals will be evaluated using the Child and Adolescent Needs and Strengths (CANS) assessment tool in collaboration between Contractor and County Access Team members. Specific needs and risk thresholds agreed upon by Contractor and the Access Team must be met on the CANS in the domains of Living Situation, Risk Behaviors, Life Functioning, and Mental/Behavioral/Emotional Needs in order to refer into Contractor program. Priority admission protocols will be established for children and youth at imminent risk of loss of current placement or hospitalization so they can receive expedited access to avoid placement disruption or more intensive levels of care.
g. Contractor shall implement all services consistent with the principles of Wraparound standards of service. Each Contractor position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

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

6) Medi-Cal Certification and Goals
    a. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Nevada County to become a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
    b. Medi-Cal Performance Measurement Goals:
        i. Contractor shall maintain productivity standards sufficient to generate target service levels as outlined in Exhibit B. For Eastern County, it is noted that productivity standards may not be met.
        ii. Objective A: County and Contractor shall collaborate to meet the goal of 90% of all clients being accepted into the program as being Medi-Cal eligible
        iii. Objective B: Contractor shall strive and continue implementing actions as needed to have less than 5% denial rate in order to maximize available Medi-Cal funds.
        iv. Objective C: Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
        v. Objective D: Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
7) Documentation
    a. Treatment Plan—will be submitted by Contractor to County according to County documentation guidelines during the contract period and in accordance with all applicable regulations. When requested, Contractor will allow County to review Treatment Plan, including requested level of services for each service type.
    b. Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan, and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.), the County Staff will be contacted and consulted immediately within 24 hours at the latest.
    c. Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven-year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven-year period.

8) Reporting
    a. DCR Data Quality Metrics
        i. The County is dedicated to use quality data to generate meaningful and valuable outcome measures.
        ii. The Contractor will support this effort and agrees that Full-Service Partnership Data Collection and Reporting (DCR) Data Metrics Reports for the following elements will be:
            i. 3Ms (Quarterly Assessments) – 100% of those due will be submitted within the given 45-day window
            ii. Key Event Tracking (KETs) - 100% of partners served more than 90 days will have at least one (1) KET and/or a KET will be completed every time there is a change in one of the six (6) KET domains.
                a. Administrative
                b. Residential
                c. Education
                d. Employment
                e. Legal Issues / Designations
                f. Emergency Interventions
    b. Additional Contractor's Responsibilities for all Sections
        i. Maintain a system that provides required data in compliance the State Department of Health Care Services DCR/MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by Contractor.
        ii. Contractor shall attend MHSA CSS/PEI Subcommittee Meetings and MHSA Steering Committee Meetings.
        iii. Contractor will complete the PSC-35 for all new referrals and will work with County on complying with all State and local required data reporting and practices associated with that assessment.
        iv. Comply and cooperate with County for any data/statistical information that is related to services and may be required to meet State or other reporting requirements.
        v. Submit Exhibit 6 for all MHSA Community Services and Support (CSS) programs quarterly and annually.
        vi. Any MHSA Progress or Evaluation Report that is required and/or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA CSS reporting guidelines.
            i. An Annual Innovation Program Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report is due 8/1). A final program report due within 30 days of the end of the multi-year Innovation Program, following the prescribed outline and including lessons learned. Complete required reporting forms.
        vii. Ensure that services are provided to eligible populations only
        viii. Maintain effective program planning
        ix. Maintain Medi-Cal certification
        x. Holistic Approach- services will be designed to support the whole child and the whole family so that the child can attain the highest level of resiliency.

xi. The program services will promote collaboration with and support of consumer, family, and service and support providers.
xii. Referrals and assessment reports (for special education students). The Contractor agrees to abide by the County and other agency policies and procedures for making student referrals.
xiii. Privacy (Educationally related services). Contractor acknowledges the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. Contractor shall ensure that all activities undertaken under this contract will conform to the requirements of these laws.

9) Diversity, Equity, Inclusion (DEI)
   a. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.
   b. Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor should contact County contract manager about proposed metrics to track.
   c. Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

10) CalMHSA Streamline SmartCare Electronic Health Record
   a. Contractor shall be required to use County Electronic Health Record System as directed by the County. The Contractor shall receive training and helpdesk support through County and/or County contracted provider.

EXHIBIT A-1
INTENSIVE FULL-SERVICE PARTNERSHIP WRAPAROUND SERVICES
VICTOR COMMUNITY SUPPORT SERVICES, INC.

1) Clients Served:
    a. The ongoing caseload of qualified juveniles to be served by the Wraparound Informed Full-Service Partnership model and Therapeutic Behavioral Services (TBS) under this agreement is 65 children for Western County. Therapeutic Behavioral Services (TBS) will be provided as needed in either Western or Eastern County. Individuals may be eligible to receive TBS as an adjunctive service while enrolled in the Wraparound program, or they may receive TBS exclusively. For Eastern County, an ongoing caseload of qualified juveniles to be served is 10-12 including children served under Wraparound and TBS children.
2) Contractor shall provide Wraparound Services as a Full-Service Partnership (FSP) consistent with Nevada County's approved Senate Bill 163 plan. The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Services are delivered/developed through an interagency collaborative approach that includes family participation and the family as an active team member. Contractor shall provide Wraparound services to eligible children, youth and their families in Nevada County. Contractor will utilize a "no reject, no eject" philosophy.
3) Comprehensive Program Description for MHSA Wraparound Team
    a. Contractor shall provide Wraparound services as a Full-Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. Each Team position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.
    b. The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high-risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. Wraparound includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through the Child and Family Team. The Wraparound team will attempt contact with youth and family within three business days of receiving the referral.
    c. In the process of providing Wraparound services, Contractor shall commit to meeting the specialized needs in Nevada County while ensuring that the MHSA principles- consumer and family driven services that promote wellness and resilience are embedded in all services strategies.
    d. Contractor shall serve as the lead organization. Additionally, Contractor expects to subcontract with other providers with the approval of County for the delivery of mental health treatment services. Contractor will be solely responsible for the delivery of Wraparound contracted services.
    e. Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services, juvenile justice system, substance abuse providers, attorneys,

drug courts, social services, and other agencies or providers that may be involved in the child's/youth's treatment and recovery needs.

f. Services will consist of a well-defined planning and service delivery methodology, with the following included as key components of services:
    i. The FSP team will attempt contact with the youth and family within three business days and offer a face-to-face intake appointment within ten business days of receiving the referral. FSP team will provide weekly update to County on status of each referral.
    ii. An individualized culturally appropriate Individualized Service Plan (ISP) is developed by a Child and Family Team (CFT), the people who know the child and family best. Service planning and delivery are culturally competent. Service strategies utilize natural supports of the family and reflect the family's preferences, values, and norms and including language needs other than English.
    iii. The plan is needs-driven rather than service-driven. The service strategies may include, but are never limited to, traditional mental health or other human service programs. Plans reflect strategies to achieve the hopes and dreams of children, youth, and families for the life they want for themselves.
    iv. The plan is family-centered rather than child-centered. The plan reflects the unique strengths, values, norms, and preferences of the family.
    v. The parent and youth are integral members of the team, whose access and voice in planning and decisions, as well as choice in selecting priorities and strategies creates ownership of their plan and the process.
    vi. The plan is strength-based. A discovery of inherent functional assets, talents, strengths, and resources including the positive reframing of assets and strengths demonstrated within problems is key in wraparound planning and empowering change strategies.
    vii. The plan is focused on normalization, creating a vision with the child and his/her family of what constitutes a "normal" desired future for that child and family.
    viii. The team makes a commitment to unconditional care. Services are adjusted to meet the changing needs of the child and family (no client is rejected or ejected from the program as the result of problems). As long as services are desired by the family and authorized by the payor, the team keeps working.
    ix. Teams have capacity to create individualized services and resources, in addition to blending or reshaping categorical services. Services reflect the unique needs of the child and family.
    x. Services are community-based. If hospitalization or other out of home service is required, these service modalities are used as resources and not as a place to live. County must pre- authorize any hospitalization or residential placement referrals made for children/youth for services provided under this Agreement.
    xi. Planning and interventions are comprehensive and holistic. Plans reflect identified needs in multiple life domains including, but not limited to, safety, family life, social and recreational opportunity, housing, economic stability, educational/vocational success, medical, legal, psychological/emotional, and spiritual.
    xii. Flexible funding financially supports families to meet their needs when other resources are unavailable.

xiii. Outcome measures are identified, and the plan is evaluated and revised often.

g. Wraparound Informed FSP Service Structure:
   i. The Wrap around Facilitator will rapidly identify and engage a Child and Family Team (CFT) made up of the child/youth, the family, identified involved professionals and others who are invested in this child and/or family's success. Additional Wrap around staff including a Family Parent Partner, Behavioral Specialists, Psychiatrist and Therapists will participate as needed. By the end of the wrap around process, the goal is that more natural, unpaid supports are on the team than professionals. Together, the team will develop and implement an ISP that addresses the child and family's concerns while identifying and building on strengths and resources.
   ii. The FSP will demonstrate the team's ability to translate the child or youth's and/or caregiver's target behaviors into an understanding of the underlying function and needs the behavior is expressing. The function may reflect a biochemical imbalance, the impact of trauma, learning disabilities, or insufficient concrete resources such as food, clothing or shelter. Interventions will be customized to improve family and child functioning across multiple life domains. Special attention will be paid to recognizing and ensuring appropriate response to drug and alcohol and co-occurring disorders to ensure appropriate access to resources. Contractor will work with a wide variety of community organizations to support access to available resources.
   iii. Services will be provided in home and community settings and will be available when and where the problematic behaviors occur. Planning meetings will occur at times and locations for the convenience of the family. Interventions and strategies will be developed to resolve presenting crisis situations and individualized safety plans will be refined as behavior and identified needs change. Plans will move from reactive strategies to proactive coping and replacement strategies with development of sustainable support resources. Planned service can occur any time of day or day of the week, as needed. Easy access to staff will be available 24/7 in response to unplanned service needs, supporting and coaching families to follow safety plans, making adaptations as needed, or providing emotional support.

h. Wraparound Informed FSP Services shall integrate the following:
   i. An assessment and completion of an ISP. The ISP is developed and implemented by the CFT as the primary deliverable of Phase 2 while reflecting perspectives of all team members, the plan is dominated by the vision and goals set by the family. Ensuring safety is always included as a non-negotiable goal. The implementation of the plan and follow-through on action items is monitored by the Contractor facilitator and reviewed at every CFT meeting. Plans are evaluated by the team members. As changes are agreed upon by the team, the notes of the CFT meeting record those changes.
   ii. Collect required data that supports the desired outcomes of the program, including Child and Adolescent Needs and Strengths (California CANS 50),

Pediatric Symptoms Checklist (PSC- 35), and Prodromal Questionnaire – Brief (PQ-B) for youth 12 and older.

iii. Enter CANS and PSC-35 data into Electronic Health Record by the 15th of the next month (for example, enter May outcomes by 15th of June) for required upload to State reporting system.

iv. A complete range of mental health services will be incorporated into service delivery consistent with the needs of the youth and family and as identified in the ISP.

v. Services will include psychiatric assessment; medication support; individual, family and group mental health treatment services as appropriate and desired; rehabilitation services; collateral services; intensive care coordination and case management. Services will be provided in alignment with the plan defined in the CFT.

vi. In Eastern County psychiatry will be provided by the county

vii. Contractor shall use Evidence Based Practices including, but not limited to: Cognitive Behavioral Therapy, Trauma Focused Cognitive Behavioral Therapy, Parent-Child Interaction Therapy, Aggression Replacement Training, Moral Reconation Training, Motivational Interviewing, Functional Family Therapy, Narrative Therapy, Dialectical Behavioral Therapy, Eye-Movement Desensitization and Reprocessing (EMDR), and Cognitive Behavioral Interventions for Substance Abuse.

viii. Services are available 24/7 to meet planned needs for children and families. Staff will routinely be scheduled at times and locations that meet the needs and preferences of children and families. This may include early mornings, evenings, weekends or any other time that is determined by the ISP. Staff presence in the home can be increased or decreased as needed to monitor, motivate, teach and model child and care-provider behaviors that support effective communication and constructive problem solving. Intervention strategies and development of resources are planned to respond to identified needs and goals. Staff and contract resources will provide individualized support and services, consistent with the ISP, including behavioral interventions, cognitive interventions including self-management and coping strategies, medication evaluation and support services, linkage to community resources, mental health treatment, psychosocial education, self-help support groups, and other interventions that develop and support confidence and competence building to achieve self-direction and self-care. All staff carries a cell phone during working hours; the ability to provide encouragement, coaching and support is available when needed.

ix. Staff works proactively with caregivers to predict timing of predictable crisis and to incorporate strategies to manage them into individualized safety plans. Reactive strategies describe the predicted situation, and what each of the family or support system members will do to ensure safety and to de-escalate the event. Proactive strategies help the family take steps to avoid predictable crisis and to

prevent problems from getting worse when they do occur. Safety plans typically include extended family and community members to ensure sustainability over time. A crisis in the child and family that cannot be handled by using the safety plan strategies will mobilize professional and natural family supports in response. These events trigger review and revision of the safety plan within the CFT, including identification and prioritization of new goals in the Individualized Service Plan as needed.

x. Contractor will develop effective and reliable 24/7 Quick Response (on-call) protocols for urgent and emerging situations. The purpose of the Quick Response is to ensure dependable, predictable response for families in time of crisis or concern outside of normal business hours. Participation in the Quick Response rotation is a job expectation for all direct service staff. The Quick Response team is available during non-business hours 7 days per week including holidays. Staff is required to ensure telephone/cell phones are operational while they are on-call and that they respond to any call within a 10-minute window. Children and families are provided the Quick Response contact number as part of the intake process and encouraged to post it in an easily accessible place near the telephone. A Quick Response rotation ensures families have immediate access to a knowledgeable team of staff who has access to pertinent clinical, social support network, and safety plan information via an electronic record during non-routine business hours. If face-to-face intervention and/or support are required, staff is dispatched to arrive within 60 minutes, depending on time of day, distance, and traffic conditions. In Eastern County, in circumstances that warrant a face-to-face intervention when staff are not available to respond in person immediately, a face-to-face intervention will be coordinated within the next business day. Every Quick Response call is followed up with a debriefing to the assigned Facilitator about what worked and what did not to provide information for the refinement of the safety plan. The quick response team is led by a member of the Wraparound clinical team who carries the on-call phone, screens and evaluates the calls and provides telephone coaching using the established safety plan and other available information and can provide face-to-face response. The Clinical Supervisor or Executive Director is available for consultation and back-up and has the authority to dispatch staff for face-to-face intervention if needed. Staff is required to consult with supervisory personnel prior to face-to-face response and prior to contact with law enforcement, or immediately after if there is an urgent safety concern. Contractor will provide linkage to after-hours psychiatric care via the hospital emergency room. Contractor will work with County to ensure that children who may need an evaluation for involuntary hospitalization are able to access services.

xi. Contractor will notify County within twenty-four hours of: unusual, aggressive, or high-risk behavior or threats of violence, by Participant or Participant's family; if a Participant or their family is hurt; if the Participant or their family is

refusing to participate in services or want to terminate services; any other similar circumstance that would warrant notification.

i. Length of Services:
    i. Contractor will refine the following outlined Phases to include specific County requirements, as needed.
        1. Engagement: Establishes the team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. The primary interventions methods are engagement of the youth and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de-escalation and stabilization. The child and family are supported to identify their initial goals and the requirements of the court, as applicable. The initial members of the CFT are identified and engaged. (Typically, up to 30 days)
            a. Engagement Activities:
                i. Identifying the family mission statement
                ii. Listening to the family's story
                iii. Seeking to understand the family's needs
                iv. Developing team agreements driven by the family cultural practices
                v. Empathizing with the family's current situation
                vi. Development of Safety Plan
                vii. Connection Mapping
                viii. Assessment of family's strengths utilizing CANS

j. Planning: Establishes the initial plans and intervention strategies, using the resources of the team and the community. Safety issues are explored more deeply with specific plans for management of those issues long term. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the ISP. Initial crises are stabilized, freeing the child, family, and other team members to focus on prioritization of larger needs and goals. The group supports early successes to feed motivation, confidence, and a sense of hope. The primary intervention strategies are group facilitation to identify and prioritize goals and underlying needs. Immediate strategies focus on behavioral and environmental interventions in response to safety and other prioritized issues, providing education regarding "normal' development and the impact of mental illness and trauma on development, and the identification and development of natural support resources. Utilization of CANS supports the planning process by prioritizing domains and goals. Domains, as identified in the CANS, with scores of 2 or 3 are discussed within the CFT to ensure those areas are incorporated into the plan. All court ordered requirements are integrated into the plan when a family is involved with probation. Goals are developed to address an unmet need via the family's strengths, resources and supports. The result is the ISP that is developed for each participant and family and is updated frequently throughout the provision of Wraparound services. CANS will be completed within 30 days of opening, and every 6 months of subsequent treatment. (Typically planning phase lasts 30 days)

k. Implementation and Service Delivery: Refines and continues the work done in Planning. The team holds regular CFT meetings facilitated by the Contractor Facilitator. A CFT meeting serves as a forum to celebrate achievements, evaluate progress on goals, problem solve and delegate responsibilities to team members. CFT meetings ensure that services involve families as full participants with service plans based on the unique values, strengths, norms, and preferences of the families. Strategies are tried, refined, and replaced in the context of the CFT. As needs are resolved, additional goals and needs are prioritized. Learning to take and share reasonable risks is a major task. An effective CFT meeting requires the active participation of the children, caregivers, informal supports, and natural supports – collaboration among team members is essential. It is recommended that natural supports outnumber service providers in order to encourage family voice, independent decision making, the sharing of tasks and moving toward self-sufficiency. Often, many of the family's natural supports cannot physically attend a CFT meeting due to proximity or availability. Contractors' staff are trained to recognize that physical presence is not the only way to be present at a CFT and will utilize the connection map when considering task assignments, always mindful of the various natural supports and community resources that may be available. Celebration of successes and appreciating what has been accomplished is important. Strategies primarily involve positive behavioral interventions, building on strengths and preferences. Cognitive tools and methods are incorporated to strengthen self-management skills of children and adults. Parent education and self-help support is essential. Enduring natural supports are developed and incorporated in plan strategies. (Typically implementation phase lasts 6 to 7 months)

l. Transition: While transition planning is addressed from the beginning of service this ensures that as Wraparound completes its work, safety plans are in place for the future, enduring natural supports are reliably in place and aftercare resources are identified, as necessary. Celebration throughout the Wrap process cements confidence and mastery. Celebration at the transition from Wraparound creates a symbolic marker, acknowledging that the process is complete with a look-back appreciation for all that has been accomplished**.** During transition, the frequency of CFT's is lessened and families may begin to facilitate these meetings on their own to ensure the family has access and confidence in drawing upon natural and community resources to address needs when the wraparound team has concluded service. A thorough and individualized transition plan is created with the family which includes, but is not limited to: additional referrals, community resources, contact information and copies of documents that were utilized throughout the Wraparound process which may be helpful to the families in addressing needs in the future. (Typically transition phase lasts 1 to 2 months)
    i. Total length of stay will average 8-10 months; however, specific discharge dates will be determined by the child and family's response to service and attainment of service objectives.
    ii. Contractor will include youth and family members into the development, implementation and oversight of service delivery and special activities. Contractor will have paid Family Parent Partners, who are parents who had children involved in the system and their children successfully have returned home.

4) Therapeutic Behavioral Services (TBS):
    a. Target Population:
        i. includes mental health services for youth who have severe emotional problems, placed in group homes, youth at risk of placement in a Short-Term Residential Treatment Program or have been hospitalized recently for mental health problems.
    b. Program Description:
        i. TBS is one to one contact between a mental health provider and a beneficiary for a specified short period of time, to prevent placement in a group home, or psychiatric hospital or to enable transition from those institutions to a lower level of care. TBS helps to resolve changes in target behaviors and achieving short term goals.
    c. Contractor shall follow all state requirements on authorization, reporting and time restriction requirements.

5) Stabilization Funding Request Overview, Allowable Costs, & Procedure
    a. Overview
        i. Stabilization funds are intended to support activities and basic life needs directly related to the Wraparound FSP program. The purpose of the stabilization funds is to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do "whatever it takes" to make them successful in reaching the goals and outcomes developed by the CFT. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to the Wraparound program. The use of these funds may make a difference between the success or failure of treatment, and the County encourages these expenditures within the scope of program services as identified in this contract. The contractor will report quarterly on Stabilization fund usage, including specific costs per child.
    b. Contractor shall abide by the following allowable costs guidelines:
        i. Allowable costs are those directly related to meeting a client's planned goals and outcomes. They may include, but are not limited to, the following: Auto repair/maintenance, childcare, child participation in sport or activity, client transportation, clothing assistance, dental care/treatment, emergency and temporary shelter, family activity, food, hygiene assistance, housing assistance, job placement, medical care/treatment, supplies for celebrating an achievement, youth mentoring.
    c. Procedures
        i. All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A) or a similar form that has been approved by the County.
        ii. All requests shall be signed by Contractor's Director (or his/her designee) prior to payment, for final authorization.
        iii. Expenditure shall be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County.

d. Grant/Funding Authorization
    i. Stabilization/Flexible Funding is authorized by MHSA.

6) Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	80% of children and youth served will be stabilized at home or in foster care.
2. Youth will be out of legal trouble	At least 70% of youth will have no new legal involvement (arrests/violations of probation/citations) between admission and discharge.
3. Youth will improve academic performance.	At least 80% of parents will report youth maintained a C average or improved on their academic performance.
4. Youth will attend school regularly.	At least 75% of youth will maintain regular school attendance or improve their school attendance.
5. Youth will improve school behavior.	70% of youth will have no new suspensions or expulsions between admit and discharge.
6. Caregivers will strengthen their parenting skills.	At least 80% of parents will report an increase in their parenting skills.
7. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served will be able to identify at least one lifelong contact.
8. Caregivers will improve connections to the community.	At least 75% of caregivers will report maintaining or increasing connection to natural supports.
9. Youth and families will improve functioning.	At least 80% of youth and families will improve their scores on the Comprehensive Child & Adolescent Needs and Strengths (CANS) instrument between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will attempt initial contact with youth and caregiver within 3 business days of receipt of referral from County.
11. Contractor is to be responsive to community needs.	Contractor will offer appointment for face-to- face contact with 80% of children and families within 10 business days of receiving the referral from request for services by the beneficiary.

EXHIBIT A-2
EARLY PSYCHOSIS INTERVENTION (EPI) PROGRAM
VICTOR COMMUNITY SUPPORT SERVICES, INC.

1) Contractor will implement the Early Psychosis Intervention (EPI) Program in collaboration with Nevada County Behavioral Health (NCBH), the UC Davis Early Diagnosis and Preventative Treatment (EDAPT) Clinic, and CalMHSA. This program is funded through the Mental Health Services Oversight and Accountability Commission (MHSOAC) Early Psychosis Intervention (EPI) Plus grant.
2) Half of all mental illnesses begin by age 14, and 75 percent by age 24. Psychotic symptoms, such as hallucinations and delusions, often emerge between the ages of 15 and 25. The EPI program will serve individuals experiencing their first episode of psychosis, utilizing evidence-based treatment models for early psychosis and mood disorder detection and intervention.
3) Contractor responsibilities:
    a. Assist with community education about early psychosis and the EPI program and criteria.
    b. Hire Facilitator dedicated to serve EPI program participants.
    c. Connect EPI participants to UC Davis EDAPT Clinic for services including psychiatry and therapy, including assistance with transportation to appointments as needed.
    d. Participate in collaborative team meetings with UC Davis clinical staff and other designated community partners regarding the EPI program.
    e. Participate in grant administration meetings with County, UC Davis, CalMHSA, Mono County, and Colusa County to discuss program implementation and performance.
    f. EPI staff will participate in EPI Technical Assistance trainings provided through the grant.

Contribute to grant-required data reporting, which may include data entry into the UC Davis EPI-CAL network and any other reporting metrics required by the MHSOAC.

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

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed $3,578,133 for the period of July 1, 2024 through June 30, 2025. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Projected Summary of Compensation:

Program	Contract Maximum
Outpatient SMHS Services	$ 3,465,373
Performance Incentives	$ 80,000
Flex Funds MHSA	$ 32,760
Total	**$ 3,578,133**

Direct Service Staff By Discipline	Hourly Rate	Average Productivity
Psychiatrist/ Contracted Psychiatrist	$ 812.26	45%
Nurse Practitioner	$ 507.83	40%
RN	$ 414.81	40%
Certified Nurse Specialist	$ 507.83	40%
LVN	$ 217.91	40%
Licensed Psychiatric Technician	$ 208.75	40%
Psychologist/Pre-licensed Psychologist	$ 424.70	40%
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	$ 274.84	40%
Mental Health Rehab Specialist	$ 206.78	35%
Peer Recovery Specialist	$ 217.11	35%
Other Qualified Providers - Other Designated MH Staff that Bill Medical	$ 206.78	40%

FINANCIAL TERMS

1. CLAIMING
   A. 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.
   B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
   C. 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.

2. INVOICING
   A. 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.
   B. Invoices shall be provided to County after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
   C. 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 multiplied by the service rates in Exhibit B-2
   D. 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 Article 5, Section 6 of Exhibit D.
   E. Contractor shall submit invoices, and reports to:

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

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

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS
   A. 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 mutual agreement.
   B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.
   C. 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.
   D. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
   E. 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.

Non-Profit Supplemental Audit Provisions:

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

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

Contactor shall submit quarterly fiscal report, including a detailed list of costs for the prior quarter and cumulatively during the contract period.

Performance Incentive Payments

Upon completion of the following activities, contractor may submit an invoice for the amount associated, which will be processed and paid per the process outlined in this Exhibit. If Contractor does not submit the required documentation for the individual activity, no incentive payment will be made.

Incentive #1: Send non billable time study results by August 1st. $26,667

Incentive #2: Produce a productivity improvement plan with at least 3 concrete strategies supported by data (i.e. non-billable time study, demographics, productivity report) by September 30th. $26,667

Incentive #3: For Quarter 2 of FY 24/25, demonstrate either 3% increase in overall/average productivity over baseline of FY 23/24 or achieve average productivity target % across all disciplines as outlined in Productivity by Discipline table in Exhibit B. $26,666

Records to be Maintained:

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

EXHIBIT "B-2"
SCHEDULE OF SPECIALTY MENTAL HEALTH SERVICE RATES
VICTOR COMMUNITY SUPPORT SERVICES, INC.

Full List of Rates by CPT Code and Discipline. Actual billable CPT codes may be limited based on Nevada County Electronic Health Record/Billing and Transactional Database capabilities. The final list of billable codes will be provided to Contractor by Nevada County Behavioral Health.

Program	Discipline	CPT Code Name	CPT Code	Hourly Rate
Outpatient	Clinical Nurse Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$507.83
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$507.83
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$507.83
		Intensive Care Coordination	T1017	$507.83
		Intensive Home Based Services	H2017,	$507.83
		Interactive Complexity	90785	$507.83
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$507.83
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$507.83
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$507.83
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$507.83
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$507.83
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$507.83
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$507.83
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$507.83
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$507.83
		Psychotherapy, 30 Minutes with Patient	90832	$507.83
		Psychotherapy, 45 Minutes with Patient	90834	$507.83
		Psychotherapy, 60 Minutes with Patient	90837	$507.83
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$507.83
		Targeted Case Management, Each 15 Minutes	T1017	$507.83
		Interdiciplinary Team Meeting (client/family not present)	99368	$507.83

		Interdiciplinary Team Meeting (client/family present)	99366	$507.83
	Licensed Psychiatric Technician	Crisis Intervention Service, per 15 Minutes	H2011	$208.75
		Intensive Care Coordination	T1017	$208.75
		Intensive Home Based Services	H2017,	$208.75
		Interactive Complexity	90785	$208.75
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$208.75
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$208.75
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$208.75
		Targeted Case Management, Each 15 Minutes	T1017	$208.75
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Crisis Intervention Service, per 15 Minutes	H2011	$274.84
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$274.84
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$274.84
		Intensive Care Coordination	T1017	$274.84
		Intensive Home Based Services	H2017,	$274.84
		Interactive Complexity	90785	$274.84
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$274.84
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$274.84
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$274.84
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$274.84
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$274.84
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$274.84
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$274.84
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$274.84
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$274.84
		Psychotherapy, 30 Minutes with Patient	90832	$274.84

		Psychotherapy, 45 Minutes with Patient	90834	$274.84
		Psychotherapy, 60 Minutes with Patient	90837	$274.84
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$274.84
		Targeted Case Management, Each 15 Minutes	T1017	$274.84
		Interdiciplinary Team Meeting (client/family not present)	99368	$274.84
		Interdiciplinary Team Meeting (client/family present)	99366	$274.84
	LVN	Crisis Intervention Service, per 15 Minutes	H2011	$217.91
		Intensive Care Coordination	T1017	$217.91
		Intensive Home Based Services	H2017,	$217.91
		Interactive Complexity	90785	$217.91
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$217.91
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$217.91
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$217.91
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$217.91
		Targeted Case Management, Each 15 Minutes	T1017	$217.91
	Mental Health Rehab Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$206.78
		Intensive Care Coordination	T1017	$206.78
		Intensive Home Based Services	H2017,	$206.78
		Interactive Complexity	90785	$206.78
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$206.78
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$206.78
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$206.78
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$206.78
		Targeted Case Management, Each 15 Minutes	T1017	$206.78
	Nurse Practitioner	Crisis Intervention Service, per 15 Minutes	H2011	$507.83
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$507.83
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$507.83
		Intensive Care Coordination	T1017	$507.83

		Intensive Home Based Services	H2017,	$507.83
		Interactive Complexity	90785	$507.83
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$507.83
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$507.83
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$507.83
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$507.83
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$507.83
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$507.83
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$507.83
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$507.83
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$507.83
		Psychotherapy, 30 Minutes with Patient	90832	$507.83
		Psychotherapy, 45 Minutes with Patient	90834	$507.83
		Psychotherapy, 60 Minutes with Patient	90837	$507.83
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$507.83
		Targeted Case Management, Each 15 Minutes	T1017	$507.83
		Interdiciplinary Team Meeting (client/family not present)	99368	$507.83
		Interdiciplinary Team Meeting (client/family present)	99366	$507.83
	Other Qualified Providers - Other Designated MH staff that bill medical	Crisis Intervention Service, per 15 Minutes	H2011	$206.78
		Intensive Care Coordination	T1017	$206.78
		Intensive Home Based Services	H2017,	$206.78
		Interactive Complexity	90785	$206.78
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$206.78
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$206.78
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$206.78
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$206.78

		Targeted Case Management, Each 15 Minutes	T1017	$206.78
	Peer Recovery Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$217.11
		Intensive Care Coordination	T1017	$217.11
		Intensive Home Based Services	H2017,	$217.11
		Interactive Complexity	90785	$217.11
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$217.11
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$217.11
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$217.11
		Targeted Case Management, Each 15 Minutes	T1017	$217.11
	Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	$812.26
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$812.26
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$812.26
		Intensive Care Coordination	T1017	$812.26
		Intensive Home Based Services	H2017,	$812.26
		Interactive Complexity	90785	$812.26
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$812.26
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$812.26
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$812.26
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$812.26
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$812.26
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$812.26
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$812.26
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$812.26
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$812.26
		Psychotherapy, 30 Minutes with Patient	90832	$812.26
		Psychotherapy, 45 Minutes with Patient	90834	$812.26
		Psychotherapy, 60 Minutes with Patient	90837	$812.26

		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$812.26
		Targeted Case Management, Each 15 Minutes	T1017	$812.26
		Interdiciplinary Team Meeting (client/family not present)	99368	$812.26
		Interdiciplinary Team Meeting (client/family present)	99366	$812.26
	Psychologist/Pre-licensed Psychologist	Crisis Intervention Service, per 15 Minutes	H2011	$424.70
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$424.70
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$424.70
		Intensive Care Coordination	T1017	$424.70
		Intensive Home Based Services	H2017,	$424.70
		Interactive Complexity	90785	$424.70
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$424.70
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$424.70
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$424.70
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$424.70
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$424.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$424.70
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$424.70
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$424.70
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$424.70
		Psychotherapy, 30 Minutes with Patient	90832	$424.70
		Psychotherapy, 45 Minutes with Patient	90834	$424.70
		Psychotherapy, 60 Minutes with Patient	90837	$424.70
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$424.70
		Targeted Case Management, Each 15 Minutes	T1017	$424.70
		Interdiciplinary Team Meeting (client/family not present)	99368	$424.70

		Interdiciplinary Team Meeting (client/family present)	99366	$424.70
	RN	Crisis Intervention Service, per 15 Minutes	H2011	$414.81
		Intensive Care Coordination	T1017	$414.81
		Intensive Home Based Services	H2017,	$414.81
		Interactive Complexity	90785	$414.81
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$414.81
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$414.81
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$414.81
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$414.81
		Targeted Case Management, Each 15 Minutes	T1017	$414.81
		Interdiciplinary Team Meeting (client/family not present)	99368	$414.81
		Interdiciplinary Team Meeting (client/family present)	99366	$414.81
Peer Support Services	Clinical Nurse Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$507.83
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$507.83
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$507.83
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$507.83
		Targeted Case Management, Each 15 Minutes	T1017	$507.83
	Licensed Psychiatric Technician	Crisis Intervention Service, per 15 Minutes	H2011	$208.75
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$208.75
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$208.75
		Targeted Case Management, Each 15 Minutes	T1017	$208.75
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Crisis Intervention Service, per 15 Minutes	H2011	$274.84
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$274.84
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$274.84

	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$274.84
	Targeted Case Management, Each 15 Minutes	T1017	$274.84
LVN	Crisis Intervention Service, per 15 Minutes	H2011	$217.91
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$217.91
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$217.91
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$217.91
	Targeted Case Management, Each 15 Minutes	T1017	$217.91
Mental Health Rehab Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$206.78
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$206.78
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$206.78
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$206.78
	Targeted Case Management, Each 15 Minutes	T1017	$206.78
Nurse Practitioner	Crisis Intervention Service, per 15 Minutes	H2011	$507.83
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$507.83
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$507.83
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$507.83
	Targeted Case Management, Each 15 Minutes	T1017	$507.83
Other Qualified Providers - Other Designated MH staff that bill medical	Crisis Intervention Service, per 15 Minutes	H2011	$206.78
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$206.78
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$206.78
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$206.78
	Targeted Case Management, Each 15 Minutes	T1017	$206.78
Peer Recovery Specialist	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	H0025	$217.11
	Crisis Intervention Service, per 15 Minutes	H2011	$217.11

		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$217.11
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$217.11
		Self-help/peer services per 15 minutes	H0038	$217.11
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$217.11
		Targeted Case Management, Each 15 Minutes	T1017	$217.11
	Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	$812.26
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$812.26
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$812.26
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$812.26
		Targeted Case Management, Each 15 Minutes	T1017	$812.26
	Psychologist/Pre-licensed Psychologist	Crisis Intervention Service, per 15 Minutes	H2011	$424.70
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$424.70
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$424.70
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$424.70
		Targeted Case Management, Each 15 Minutes	T1017	$424.70
	RN	Crisis Intervention Service, per 15 Minutes	H2011	$414.81
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$414.81
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$414.81
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$414.81
		Targeted Case Management, Each 15 Minutes	T1017	$414.81
Psychiatry Services	Clinical Nurse Specialist	Medication Training and Support, per 15 Minutes	H0034	$507.83
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$507.83
		Office or Other Outpatient Visit of a New Patient, 45-59 Minutes	99204	$507.83
		Office or Other Outpatient Visit of a New Patient, 60-74 Minutes	99205	$507.83
		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$507.83

		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$507.83
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$507.83
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$507.83
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$507.83
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$507.83
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$507.83
		Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$507.83
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$507.83
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$507.83
		Telephone Evaluation and Management Service, 21-30 Minutes	99443	$507.83
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$507.83
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$507.83
	Licensed Psychiatric Technician	Medication Training and Support, per 15 Minutes	H0034	$208.75
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$208.75
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$274.84
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$274.84

LVN	Medication Training and Support, per 15 Minutes	H0034	$217.91
	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$217.91
Mental Health Rehab Specialist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$206.78
Nurse Practitioner	Medication Training and Support, per 15 Minutes	H0034	$507.83
	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$507.83
	Office or Other Outpatient Visit of a New Patient, 45-59 Minutes	99204	$507.83
	Office or Other Outpatient Visit of a New Patient, 60-74 Minutes	99205	$507.83
	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$507.83
	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$507.83
	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$507.83
	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$507.83
	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$507.83
	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$507.83
	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$507.83
	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$507.83
	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$507.83
	Telephone Evaluation and Management Service, 11-20 Minutes	99442	$507.83
	Telephone Evaluation and Management Service, 21-30 Minutes	99443	$507.83
	Telephone Evaluation and Management Service, 5-10 Minutes	99441	$507.83

		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$507.83
	Other Qualified Providers - Other Designated MH staff that bill medical	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$206.78
	Peer Recovery Specialist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$217.11
	Psychiatrist	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More	99367	$812.26
		Medication Training and Support, per 15 Minutes	H0034	$812.26
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$812.26
		Office or Other Outpatient Visit of a New Patient, 45-59 Minutes	99204	$812.26
		Office or Other Outpatient Visit of a New Patient, 60-74 Minutes	99205	$812.26
		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$812.26
		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$812.26
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$812.26
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$812.26
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$812.26
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$812.26
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$812.26
		Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$812.26

		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$812.26
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$812.26
		Telephone Evaluation and Management Service, 21-30 Minutes	99443	$812.26
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$812.26
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$812.26
	Psychologist/Pre-licensed Psychologist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$424.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$424.70
	RN	Medication Training and Support, per 15 Minutes	H0034	$414.81
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$414.81
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$414.81
Therapeutic Behavioral Services	Clinical Nurse Specialist	Therapeutic Behavioral Services, per 15 Minutes	H2019	$507.83
	Licensed Psychiatric Technician	Therapeutic Behavioral Services, per 15 Minutes	H2019	$208.75
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Therapeutic Behavioral Services, per 15 Minutes	H2019	$274.84

	LVN	Therapeutic Behavioral Services, per 15 Minutes	H2019	$217.91
	Mental Health Rehab Specialist	Therapeutic Behavioral Services, per 15 Minutes	H2019	$206.78
	Nurse Practitioner	Therapeutic Behavioral Services, per 15 Minutes	H2019	$507.83
	Other Qualified Providers - Other Designated MH staff that bill medical	Therapeutic Behavioral Services, per 15 Minutes	H2019	$206.78
	Peer Recovery Specialist	Therapeutic Behavioral Services, per 15 Minutes	H2019	$217.11
	Psychiatrist	Therapeutic Behavioral Services, per 15 Minutes	H2019	$812.26
	Psychologist/Pre-licensed Psychologist	Therapeutic Behavioral Services, per 15 Minutes	H2019	$424.70
	RN	Therapeutic Behavioral Services, per 15 Minutes	H2019	$414.81

Attachment "A"

NEVADA COUNTY BEHAVIORAL HEALTH

STABILIZATION FUNDING REQUEST FORM

Person Making Request: Name: _____

Agency: _____

Date of Request: _____ **COUNTY VENDOR I.D. NO.** _____

Payment To: _____

Name: _____ **Phone:** _____

Address: _____ **FAX:** _____

DESCRIPTION OF SERVICES COVERED BY PAYMENT:

Date Funds are Needed by Participant: _____

Program (check one): ____**Children's** ___**Adult** ___**MHSA Children's** ___**MHSA Adult**

Payment For: (Participant(s) Name) _____

Payment Totals: **$** _____

Payment Method ☐ ***Credit Card*** **$** _____

☐ ***Check/Warrant*** **$** _____

☐ ***Other Payment form*** **$** _____

GRAND TOTAL: $ _____

P U R C H A S E A P P R O V E D BY

Executive Director Signature _____ Date: _____

For Accounting Use Only	
Org Code	**Project Code Number**

EXHIBIT C
INSURANCE REQUIREMENTS
VICTOR COMMUNITY SUPPORT SERVICES, INC.

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

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

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

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least

as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
9. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

10. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
    a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
11. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
12. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
13. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
14. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
15. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
16. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

EXHIBIT D
BEHAVIORAL HEALTH PROVISIONS
SPECIALTY MENTAL HEALTH SERVICES

Article 1. DEFINITIONS

1. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)
   "Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.
2. BENEFICIARY OR CLIENT
   "Beneficiary" or "client" mean the individual(s) receiving services.
3. DHCS
   "DHCS" means the California Department of Health Care Services.
4. DIRECTOR
   "Director" means the Director of the County Behavioral Health Department, unless otherwise specified.

Article 2. GENERAL PROVISIONS

1. NOTICE TO PARTIES
   A. Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change. Contractor shall notify County of a change of service location at least six months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.
   B. Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.
2. ENTIRE AGREEMENT
   This Agreement, including all schedules, addenda, exhibits and attachments, contains the entire understanding of the Parties in regard to Contractor's provision of the services specified in Exhibit A ("Scope of Work") and supersedes all prior representations in regard to the same subject matter, whether written or oral.
3. SEVERABILITY
   If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
4. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS
   A. Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:
      1) California Code of Regulations, Title 9;
      2) California Code of Regulations, Title 22;
      3) California Welfare and Institutions Code, Division 5;
      4) United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
      5) United States Code of Federal Regulations, Title 45;
      6) United States Code, Title 42 (The Public Health and Welfare), as applicable;
      7) Balanced Budget Act of 1997;

8) Health Insurance Portability and Accountability Act (HIPAA); and
9) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.
10) Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of $100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
11) For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see http://oig.hhs.gov/exclusions/index.asp and http://files.medical.ca.gov/pubsdoco/SandILanding.asp). Contractor shall check monthly and immediately report to the department if there is a change of status.
12) Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient number of bilingual persons in order to provide certain information and render certain services in a language other than English.
13) Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services ("DHCS") any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

Article 3. SERVICES AND ACCESS PROVISIONS

1. CERTIFICATION OF ELIGIBILITY
Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.
2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES
   A. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
   B. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered

SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

II. The client has at least one of the following:
   a. A significant impairment
   b. A reasonable probability of significant deterioration in an important area of life functioning
   c. A reasonable probability of not progressing developmentally as appropriate.
   d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

   AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

   e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
   f. A suspected mental health disorder that has not yet been diagnosed.
   g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:

I. The client has one or both of the following:
   a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
   b. A reasonable probability of significant deterioration in an important area of life functioning.

II. The client's condition as described in paragraph (I) is due to either of the following:
   a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
   b. A suspected mental disorder that has not yet been diagnosed.

3. ADDITIONAL CLARIFICATIONS

A. Criteria

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

B. Diagnosis Not a Prerequisite

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

4. MEDICAL NECESSITY

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

5. COORDINATION OF CARE
   A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
   B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
   C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
   D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
   E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
6. CO-OCCURRING TREATMENT AND NO WRONG DOOR
   A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
   B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
      I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
      II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION

A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
B. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
C. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
D. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
E. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

2. DOCUMENTATION REQUIREMENTS
   A. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
   B. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
   C. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.
3. ASSESSMENT
   A. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
   B. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
   C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
   D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.
4. ICD-10
   A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
   B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
   C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.
5. PROBLEM LIST
   A. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors

identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

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

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

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

E. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

6. TREATMENT AND CARE PLANS

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

7. PROGRESS NOTES

A. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.

B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

D. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

8. TRANSITION OF CARE TOOL

A. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.

B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.

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

9. TELEHEALTH

A. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the

Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT

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

2. ACCESS TO RECORDS
   A. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
   B. Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.
3. FEDERAL, STATE AND COUNTY AUDITS
   A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.
4. INTERNAL AUDITING
   A. Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods,

whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a monthly basis. Contractor shall at County request participate in County annual or semi-annual verification of services process and provide resulting service verifications to County QA Department.

B. Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

5. CONFIDENTIALITY IN AUDIT PROCESS
   A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
   B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
   C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.
6. REASONS FOR RECOUPMENT
   A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high-quality service provision, and compliance with applicable federal, state, and county regulations.
   B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
      I. Identification of Fraud, Waste or Abuse as defined in federal regulation
         a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
         b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
      II. Overpayment of Contractor by County due to errors in claiming or documentation.
      III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
   C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
7. COOPERATION WITH AUDITS
   A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
   B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
   C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
   D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time

as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

Article 6. CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION
   A. Contractor shall inform Medi-Cal Beneficiaries of their rights regarding appeals and grievances.
   B. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
   C. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
   D. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
   E. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD. The Contractor must use the County approved NOABD forms.
   F. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
   G. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
   H. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
2. Advanced Directives
   Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
3. Continuity of Care
   Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Article 7. PROGRAM INTEGRITY

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

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

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

requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS
   A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
      I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
      II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
      III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
      IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
      V. Effective lines of communication between the Compliance Officer and the organization's employees.
      VI. Enforcement of standards through well-publicized disciplinary guidelines.
      VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
      VIII. The requirement for prompt reporting and repayment of any overpayments identified.
   B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
      I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
      II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
      III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
      IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
   C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
   D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
   E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
   F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to

the County **within 30 calendar days** after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES
   A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
   B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)
   C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
      I. Disclosure of 5% or More Ownership Interest:
         a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
         b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
         c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
         d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
      II. Disclosures Related to Business Transactions:
         a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.
         b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)
      III. Disclosures Related to Persons Convicted of Crimes:
         a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
         b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
   D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to

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

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

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

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

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

I. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
II. www.sam.gov/portal/SAM - GSA Exclusions Extract
III. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
IV. https://nppes.cms.hhs.gov/#/ - National Plan and Provider Enumeration System (NPPES)
V. any other database required by DHCS or DHHS.

C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.

I. https://www.ssdmf.com/ - Social Security Death Master File

D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.

E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

Article 8. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
   I. Surveying client/family satisfaction with the Contractor's services at least annually.
   II. Evaluating client grievances, appeals and State Hearings at least annually.
   III. Evaluating requests to change persons providing services at least annually.
   IV. Informing the County and clients of the results of client/family satisfaction activities.
D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
F. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
G. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
H. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY
   A. The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
   B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
   C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.

D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.

3. TIMELY ACCESS
   A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
   B. Timely access standards include:
      I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
      II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
      III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
      IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Care Coordination, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
      V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
      VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES
   A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:
      I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
      II. They consider the needs of the clients;
      III. They are adopted in consultation with contracting health care professionals; and
      IV. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).
   B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
   A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application

and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

6. PHYSICIAN INCENTIVE PLAN

   If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

7. REPORTING UNUSUAL OCCURRENCES

   A. Contractor shall report unusual occurrences to the Director and to the QA Department. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

   B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Contractor will report UOR on County approved UOR/AIR form, Reports are to include the following elements:

      I. Complete written description of event including outcome;
      II. Written report of Contractor's investigation and conclusions;
      III. List of persons directly involved and/or with direct knowledge of the event.

   C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

Article 9. ADDITIONAL FINAL RULE PROVISIONS

2. NON-DISCRIMINATION

   A. Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.

   B. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

3. PHYSICAL ACCESSIBILITY

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

4. APPLICABLE FEES

   A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed

to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

B. Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.

C. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).

D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

5. CULTURAL COMPETENCE

Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

6. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

I. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

II. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

III. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

IV. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

V. Client information required in this section may only be provided electronically by the Contractor if <u>all</u> of the following conditions are met:

a. The format is readily accessible;

b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;

c. The information is provided in an electronic form which can be electronically retained and printed;

d. The information is consistent with the content and language requirements of this agreement;

e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

B. Language and Format

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

II. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

III. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

IV. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

V. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

a. Guide to Medi-Cal Mental Health Services
b. County Beneficiary Handbook (BHIN 22-060)
c. Provider Directory
d. Advance Health Care Directive Form (required for adult clients only)
e. Notice of Language Assistance Services available upon request at no cost to the client
f. Language Taglines
g. Grievance/Appeal Process and Form
h. Notice of Privacy Practices
i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

IV. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:

a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
b. Mails a printed copy of the information upon the client's request to the client's mailing address;
c. Provides the information by email after obtaining the client's agreement to receive the information by email;
d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

I. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

II. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

III. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

IV. Contractor will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.. § 438.100.

Article 10. RIGHT TO MONITOR

1. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.
2. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).
3. The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The

Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

4. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
5. County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
6. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.

14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

Article 11. SITE INSPECTION

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

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

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

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

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.

2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.

4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.

5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.

6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following

discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740

8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.

10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

EXHIBIT F
INFORMATION TECHNOLOGY SECURITY

1. **Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. **Data Location**

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. **Data Encryption**

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. **Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

SUMMARY OF CONTRACT

VICTOR COMMUNITY SUPPORT SERVICES, INC.

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

SUMMARY OF MATERIAL TERMS

Max Annual Price: 3,578,133

Contract Start Date: 7/1/2024 **Contract End Date:** 6/30/2025

Liquidated Damages: N/A

INSURANCE POLICIES

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

FUNDING

1512-40104-493-1000 / 521520	**1589-40104-493-1000 / 521520**

LICENSES AND PREVAILING WAGES

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

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		**CONTRACTOR:**	
Nevada County, Health and Human Services Administration		Victor Community Support County of Nevada: Services, Inc	
Address:	500 Crown Point Circle, Suite 100	Address	1360 East Lassen Avenue
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Chico, California 95973
Attn:	Cindy Morgan	Attn:	Sabrina Roye
Email:	cindy.morgan@nevadacountyca.gov	Email:	Sroye@victor.org
Phone:	(530) 265-1779	Phone:	(530) 230-1217

Contractor is a: (check all that apply)						**EDD Worksheet Required**	Yes ☐	No☒
Corporation:	☐	Calif. ☐	Other ☐	LLC ☐		**Additional Terms & Conditions Included**		
Non- Profit:	☒	Corp. ☒				**(Grant Specific)**	Yes ☒	No☐
Partnership:	☐	Calif. ☐	Other ☐	LLP ☐	Limited☐	**Subrecipient**	Yes ☐	No☒
Person:	☐	Indiv. ☐	DBA ☐	Ass'n ☐	Other☐			

ATTACHMENTS

Exhibit A: Schedule of Services	**Exhibit D:**Behavioral Health Provisions
Exhibit B: Schedule of Charges and Payments	**Exhibit E:** Schedule of HIPAA Provisions
Exhibit C: Insurance Requirements	**Exhibit F:** Information Technology Security

NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE EMPLOYEES/CONTRACTORS

POLICY:
The Nevada County Behavioral Health Department ("BHD") will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.
An "Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

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

DECLARATION

I, _____ (name) on behalf of

____ myself, or
____ _____

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

____ I am not, or
____ the entity I represent is not

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

_____ _____
(Signature) (Date)