



RESOLUTION No. 19-542

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT FOR SERVICES WITH THE COUNTY OF PLACER FOR THE PROVISION OF TELEPHONE TRIAGE SERVICES ON BEHALF OF PLACER COUNTY ADULT SYSTEM OF CARE (ASOC) AND CHILDREN'S SYSTEM OF CARE (CSOC) IN THE MAXIMUM AMOUNT OF \$1,339,377 FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2021

WHEREAS, the Counties of Placer and Nevada wish to continue their mutually beneficial arrangement whereby Nevada County Behavioral Health agrees to provide telephone triage services for Placer County Adult System of Care (ASOC) and Children's System of Care (CSOC) with regard to mental health referrals for children, youth, and adults, as well as telephone answering services for after-hours CSOC child welfare calls and emergency calls; and

WHEREAS, Nevada County will continue to provide telephone triage services for Placer County with regard to Adult Protective Service referrals; Public Guardian referrals; Mental Health referrals for children, youth and adults; Substance Use Disorder referrals for children, youth, and adults; and 5150 referrals for children, youth and adults; and

WHEREAS, pursuant to this renewal Agreement, Placer County will reimburse Nevada County Behavioral Health monthly for the provision of these telephone triage services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the renewal Contract for Services by and between the County and County of Placer pertaining to Nevada County Behavioral Health Department providing telephone triage services for the Placer County Adult System of Care (ASOC) and Children's System of Care (CSOC), for a total contractual obligation not to exceed \$1,339,377 for the term of July 1, 2019 through June 30, 2021, be and hereby is approved in substantially the form attached hereto, and that the Director of Nevada County Behavioral Health be and is hereby authorized to execute the renewal Contract on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40110-493-8401/452000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of October, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

10/8/2019 cc: BH*
AC*
PC

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

DESCRIPTION: Telephone Triage Services
CONTRACT NO. **SCN101913**
BEGINS: July 1, 2019
ENDS: June 30, 2021
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2019, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

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

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Telephone Triage Services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **ONE MILLION THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,339,377)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
 - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be

received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal
Attn: Accounts Payable
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CONTRACTOR'S personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR'S records shall reflect the expenditure and

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

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.
10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
 - 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
 - 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
 - 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
 - 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
12. **CONTINGENCY OF FUNDING:**
 - 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.
 - 12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United

States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

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

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision

“records” is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. **CONFIDENTIALITY of RECORDS and INFORMATION:**

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY

harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

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

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

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

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

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

Amy Ellis, Director
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603
530.889.3415

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.


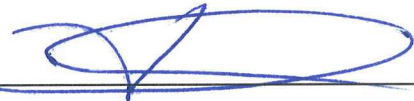
If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603



If to CONTRACTOR: Phebe Bell, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
530/265-1437

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. For this agreement, COUNTY agrees that CONTRACTOR may subcontract with Communicare for the purposes of carrying the services set forth in this Agreement. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

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

COUNTY OF NEVADA ("CONTRACTOR")  _____ Phebe Bell, Director Nevada County Behavioral Health Department Date: <u>10/26/19 10/30/19</u>
Approved as to Form Office of Nevada County Counsel  _____ Date: <u>10-30-19</u>

COUNTY OF PLACER ("COUNTY")  _____ Jeffrey S. Brown, Director, Department of Health & Human Services Date: <u>10/7/2019</u>
Approved as to Form Office of Placer County Counsel  _____ Date: <u>1/25/2019</u>

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – County Facility or Equipment to be used by Contractor
- Exhibit E – Records and Reporting Exhibit
- Exhibit F – Compliance With DMC and SAPTBG Requirements
- Exhibit G - Qualified Service Organization Agreement (QSOA)

SCOPE OF SERVICES

1. Program Description:

- 1.1. CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare, for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, Public Guardian (PG) referrals, Conditional Release Program (CONREP) calls, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, Substance Use Disorder (SUD) referrals for adults and 5150 referrals for adults, children, and youth. Additionally, Telephone Triage Services will be provided for the Children's System of Care (CSOC) with regard to Mental Health and Substance Use Disorder referrals for children and youth. CONTRACTOR, through its subcontractor, will also serve as a telephone answering service for after-hours Child Welfare Service (CWS) referrals and emergency calls, which shall be directed immediately to the after-hours Placer County CWS Social Worker who shall be responsible for the taking of any child welfare reports or emergency calls. In no event shall CONTRACTOR or subcontractor provide triage services or otherwise be responsible for the intake and/or screening of child welfare referrals and/or child welfare emergency calls, and shall only act as a telephone answering service for the purpose of answering and transferring after-hours CSOC CWS callers making child abuse, neglect, sexual exploitation/trafficking reports, or other emergency child welfare services calls, to the designated Placer County CSOC CWS after-hours social worker.
- 1.2. For ASOC, Telephone Triage Services shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement.
 - Referrals received Monday through Friday 8:00 a.m. to 5:00 p.m. shall be referred to ASOC as defined below.
 - Referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) for mental health crisis services all programs except APS, SUD and IHSS shall be referred to either Placer County's after-hours service provider, Sierra Mental Wellness Group, or Placer County's Mobile Crisis Triage Services. APS, IHSS, PG, CONREP and urgent SUD referrals shall be triaged with Placer County ASOC on-call lead staff.
- 1.3. For CSOC (Mental Health or 5150 Crisis), Telephone Triage Services shall be provided 7 days a week, between the hours of 10:00 pm and 8:00am, including holidays, for the term of this Agreement.
 - Referrals after 10:00 p.m. and prior to 8:00 a.m., 7 days per week, or for the full 24 hours of each Placer County holiday, shall be referred to Placer County's after-hours service provider, Sierra Mental Wellness Group for mental health crises, or Placer County CSOC on-call lead CWS staff, as appropriate.

2. Responsibilities: The specific responsibilities of CONTRACTOR are as follows:

- 2.1. Receive all calls, collect intake information, and make assessment for appropriate referral to ASOC programs (APS, IHSS, Public Guardian, Mental Health, SUD, or 5150 Crisis).
- 2.2. Receive all calls, collect intake information, and forward appropriate referral to CSOC programs (CWS, Mental Health, SUD, or 5150 Crisis). For CSOC Mental Health and 5150 crisis programs not involving CSOC CWS reports and/or CWS emergency calls, CONTRACTOR will also collect intake information.
- 2.3. Document all ASOC calls through utilization of the Placer County AVATAR or Panoramic tracking systems. For Public Guardian calls after hours, staff will alert the after-hours on-call County supervisor, who documents in Panoramic.
- 2.4. Document all CSOC mental health, SUD, or 5150 crisis calls received for non-urgent mental health services through utilization of the Placer County AVATAR system.
- 2.5. Check the AVATAR tracking system to verify if caller is an active client in ASOC program or whether client has mental health or SUD history. For APS/PG calls, Intake worker will check relative history in Panoramic.
 - 2.5.1. If client is determined an active mental health or SUD client, Intake Worker shall leave a voice mail message for specific ASOC case manager with information on client's status.
 - 2.5.2. If client is determined an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status
- 2.6. For ASOC calls, Screen all APS, SUD, and mental health referrals to determine eligibility (Medi-Cal or third party insurance), and enter insurance information into Panoramic (APS) or AVATAR. For all IHSS applications, the Intake worker will refer the caller for Medi-Cal eligibility.
- 2.7. For non-CWS CSOC calls, screen all SUD, and mental health referrals to determine crisis status.
- 2.8. For non-CWS CSOC calls, contact the appropriate after-hours contracted provider (currently Sierra Mental Wellness Group) staff to provide crisis mental health response per usual protocol as needed following screening.
- 2.9. For CSOC CWS calls, obtain necessary contact information of caller to allow a call back in the event of a disrupted call, and forward caller to the after-hours Placer County CSOC CWS after-hours social worker.
- 2.10. For ASOC calls, complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, SUD (i.e. ASAM), or 5150 Crisis.
- 2.11. For ASOC and CSOC mental health, SUD, and 5150 crisis calls, use the Managed Care screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.

- 2.12. Contact ASOC Adult Crisis Response Coordinator during the hours of 8 am to 5 pm Monday through Friday for referral of any 5150 evaluations. On weekends or evening after hours, contact the after-hours contracted provider (Sierra Mental Wellness Group) staff providing crisis response. During business hours on referrals involving conserved clients, the Intake worker will direct the County worker to contact the PG office. After hours, the Intake worker will contact the County After-Hours supervisor or contracted crisis worker and direct them to alert the PG office.
 - 2.13. For both ASOC and CSOC (mental health, SUD, and 5150 crisis) calls, all documentation shall meet requirements set forth by the Department of Healthcare Services (DHCS), Department of Social Services (DSS), and Placer County's Managed Care Program to meet the requirements of assuring access to Mental Health Services, Substance Use Disorder services, or for suspected child and elder abuse reporting.
 - 2.14. For both ASOC and CSOC calls, all staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the 24/7 access line are met. New hires will receive training within 30 days of hire.
 - 2.15. For both ASOC and CSOC (mental health, SUD, and 5150 crisis) calls, provide information, consultation, and education for clients by telephone as appropriate.
3. The specific responsibilities of COUNTY are as follows:
- 3.1. Placer County Adult System of Care shall provide training, support, and equipment to Provider staff to ensure a smooth transition of telephone triage services.
 - 3.2. Placer County Children's System of Care shall provide training, support, and equipment to Provider staff to ensure a smooth transition of overnight telephone triage services.
 - 3.3. Placer County HHS MIS (or successor department) shall provide training, support, and documentation to Provider staff to utilize County AVATAR and Panoramic tracking systems.
 - 3.4. Placer County Adult System of Care shall provide training and support to Provider staff to ensure necessary documentation for billing purposes.
 - 3.5. Placer County Children's System of Care shall ensure that a current contact list for each after-hours Placer County CSOC child welfare social worker, and at least one designated back-up CSOC child welfare supervisor, is provided to CONTRACTOR and its subcontractor on a weekly basis, or as otherwise required to reflect changes in after-hours coverage.
4. CONFIDENTIALITY OF DATA AND DOCUMENTS:
- 4.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
 - 4.2. Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report without express permission of the California Department of Health Care Services (DHCS) (formerly the California Department of Mental Health [DMH])

- 4.3. Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 4.4. CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR'S own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 4.5. If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

PAYMENT PROVISIONS

COUNTY will pay CONTRACTOR at a monthly rate of FIFTY-FIVE THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$55,119) during FY 2019-2020 and FIFTY-SIX THOUSAND FOUR HUNDRED NINETY-SIX (\$56,496) during FY 2020-21 as full payments for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed ONE MILLION THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN (\$1,339,377) over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

1.1. COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

1.2. CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

1.3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

2. INSURANCE: It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000). CONTRACTOR represents to COUNTY that CONTRACTOR is fully licensed and/or is in conformance with all appropriate statutes, rules, and regulations with regard to the provisions of service within this Agreement.

County Facility or Equipment to be used by Contractor

Special Terms and Conditions including Security Standards for Placer County Data Network

1. Specific Identification of Facility and Equipment. The following County facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) Access to the County Data Network (b) Access to County Citrix.

2. Use at County's Discretion. Use of County facilities or equipment is made at County's sole discretion. County may discontinue use of County facilities or equipment by CONTRACTOR upon reasonable notice. County reserves the right to provide substitute facilities or equipment at its discretion. County reserves the right to pre-approve all CONTRACTOR personnel who are to use County facilities or equipment. County reserves the right to require CONTRACTOR to remove any of CONTRACTOR'S personnel from County facilities or to discontinue use of County equipment.

3. Property Rights. All County facilities, equipment and data will remain under the sole ownership, custody and control of County and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use County's facilities and equipment for the purposes of fulfilling its obligations to County under this Agreement. County may access any and all electronic or paper data and records created, transmitted, or accessed utilizing County equipment or while on County property.

4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and County policies regarding use of the County's facilities and equipment.

5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of County's or any third party, acquired in the course of using County's facilities or equipment.

6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as County's employees when using County facilities and equipment. Contractor and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the County facility or equipment being utilized. CONTRACTOR and its employees will cooperate with County in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under County policies in which CONTRACTOR or its employees might have information.

7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a County space, without first obtaining County's written consent to do so. Such consent may be withheld by County is County's sole discretion.

8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at County facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Such circumstances are not present here. Co-located Contractor employees will be required to pass a back-ground check and acknowledge familiarity with identified County policies and procedures.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through County Citrix access or any similar access, CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients via Citrix. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

10. The Placer County Data Network Security Standards Policy (v9-18-13) is set forth below and incorporated by this reference. CONTRACTOR agrees to comply with these Security Standards for the Placer County Data Network:

1.0 PURPOSE, POLICY AND PROCESS

The purpose of this policy is to define standard security procedures and processes for computer system use on the Placer County enterprise data network. Unless otherwise approved by the requesting Department Head and Information Technology, there will be no exceptions to the policies and processes presented below. Contact the Customer Service Center (CSC) at x4357 with any questions relating to this document.

2.0 AUTHORIZATION AND ACCOUNTABILITY

2.1 Each individual must have a separate log-in account and password for network use.

2.2 Only one logical connection to the network is allowed for each individual.

2.3 Public and generic accounts must be restricted to specific workstation(s) and assigned to workgroups for select, specific business processes.

2.4 Create passwords that have a minimum of 8 characters with a combination of alphabetic (upper and lower-case), numeric, and special characters.

2.5 Change default passwords provided by the vendor for access to applications/systems on the network.

2.6 Create different passwords for applications/systems on the network.

2.7 Do not share or disclose passwords.

2.8 Intruder lock-out must be enabled for passwords if the option is provided by the software.

2.9 Do not record or write down passwords and store in a manner that can be easily accessed by others.

2.10 All passwords must be changed on a specified, periodic basis.

2.11 All requests for resetting network passwords must be made by the I.T. Liaison via email to the CSC.

2.12 Immediately inform the CSC when log-in accounts are no longer required or will not be used for a period of 30 days or more.

2.13 All log-in accounts not used for a period of 90 days will be disabled.

2.14 All log-in accounts not used for a period of 365 days will be deleted.

3.0 SYSTEM AND DATA USE

- 3.1 Ensure vendors comply with security standards.
- 3.2 Do not attempt to circumvent protection schemes or standards, or attempt to gain unauthorized access.
- 3.3 Report any security vulnerabilities to the CSC.
- 3.4 Do not divulge log-in accounts, system processes, data, or network information to unknown parties.
- 3.5 Report any suspicious or illicit use to your department security coordinator.
- 3.6 Ensure the physical security of system equipment and data.
- 3.7 Use time-activated screensavers with password protection enabled.
- 3.8 Log-off from the network when the work shift is completed, and turn off the workstation.
- 3.9 Ensure only authorized staff maintain, move or modify County network systems and components.
- 3.10 Do not connect modems to the network.
- 3.11 Disconnect remote sessions (dial-in, Internet access, etc.) when remote task has been completed.
- 3.12 Do not load or use unapproved software or data files on network-connected systems.
- 3.13 Firewalls are required between networks interfacing to the Placer County Network.
- 3.14 No wireless access points to the Placer County Network are allowed without IT authorization.
- 3.15 No Internet Telephone software is allowed on the network without IT authorization.
- 3.16 Comply with licensing requirements and copyright laws.
- 3.17 Virus-check removable media before loading or installing the files.
- 3.18 Do not disable virus-checking without authorization.
- 3.19 Keep department supported systems current with security patches and updates.
- 3.20 Ensure secure development practices are followed when creating programs or scripts
- 3.21 Assume all data is sensitive and confidential and protect it accordingly.
- 3.22 Ensure all business-critical systems and data are backed-up with periodically validated processes.
- 3.23 Do not test software or systems on the production network; use stand-alone test systems or the Test Network for testing instead.

Reporting Exhibit

1. RECORDS AND REPORTS:

CONTRACTOR shall be responsible for the following requirements through their subcontractor:

- 1.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 1.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 1.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them in accordance with 42 CFR Section 438 after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 1.4. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
- 1.5. COUNTY, DHCS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives shall have the right to examine CONTRACTOR'S records pertinent to the Placer County SAPTBG and DMC contract at any reasonable time.
 - 1.5.1. Client Records: CONTRACTOR shall maintain adequate records of each individual client including a record of services provided by the various professional and paraprofessional personnel in sufficient detail to evaluate services, and containing all data necessary in reporting to DHCS, including records of client interviews and progress notes. All client records shall be retained by CONTRACTOR in accordance with 42 CFR Section 438. Further, at the termination of contractual relationships between COUNTY and CONTRACTOR, COUNTY shall have such access to client records as is reasonably necessary to assure continuity of client care.
 - 1.5.2. Financial Records: Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Accounting records and supporting documentation shall be maintained in accordance with 42 CFR Section 438 following settlement of the Annual Cost Report. When an

audit has been started before the expiration in accordance with 42 CFR Section 438, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

- 1.5.3. Monthly Reports: Each month, CONTRACTOR shall file with the COUNTY and with the State of California such reports as may be required by the State for statistical purposes and also such reports as may be needed and appropriate to secure to COUNTY reimbursement from the State for the cost to COUNTY of services provided by CONTRACTOR herein.
- 1.5.4. CalOMS and DATAR Reporting: CONTRACTOR agrees to prepare and electronically submit California Outcomes Measurement System (CalOMS) and DATAR reporting data to either COUNTY or State, as required by the COUNTY Contract Administrator, within five (5) days of the end of the month in which admission or discharge took place. Failure to submit data as required may delay reimbursements payable by COUNTY to CONTRACTOR.
- 1.5.5. Annual Cost Report: CONTRACTOR shall provide an Annual Cost Report to the COUNTY no later than the first of September for activities from the prior fiscal year. The Annual Cost Report shall reflect all revenues and expenses detailed as to sources and application of funds, salaries and wages, employee benefits, services and supplies, and such other expenses as necessary to operate the services as defined in this Agreement. Failure to submit a timely Annual Cost Report may delay reimbursements payable by COUNTY to CONTRACTOR.
- 1.5.6. Independent Audit Report: Within six (6) months of close of each COUNTY fiscal year, CONTRACTOR shall file a financial audit report as performed by an independent Certified Public Accountant, selected and performed in accordance with Federal Audit Guidelines OMB Super Circular.
- 1.5.7. Agency Program Budget: CONTRACTOR shall submit to COUNTY, for informational purposes upon request, its total corporation budget including: All program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line-item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center.
- 1.5.8. Transfer of Records: In the event that CONTRACTOR ceases operation, all files that are subject to audit shall be transferred to the COUNTY for proper storage of physical records and electronic data. CONTRACTOR shall notify COUNTY of impending closure as soon as such closure has been determined, and provide COUNTY with a complete list of records in its possession pertaining to COUNTY clients and operational costs under this Agreement. COUNTY shall promptly advise CONTRACTOR which records are to be transferred to the custody of COUNTY. Records not transferred to custody of COUNTY shall be properly destroyed by CONTRACTOR, and CONTRACTOR shall provide documentation of proper destruction of all such records to COUNTY.

COMPLIANCE WITH DMC AND SAPTBG REQUIREMENTS

DMC Contractor requirements from the Intergovernmental Agreement between Placer County and the Department of Health Care Services (DHCS) to provide Drug Medi-Cal (DMC) services for substance use disorder (SUD) treatment in Placer County

1. Program Specifications

1.1. Contract Requirements

- 1.1.1. CONTRACTOR is to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. CONTRACTOR shall comply with the following regulations and guidelines:
 - 1.1.1.1. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
 - 1.1.1.2. Title 22, Sections 51490.1(a);
 - 1.1.1.3. Exhibit A, Attachment I, Article III.PP – Requirements for Services;
 - 1.1.1.4. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and
 - 1.1.1.5. Title 22, Division 3, Chapter 3, sections 51000 et. seq.
 - 1.1.2. CONTRACTOR will not bill DMC beneficiaries for covered services under a contractual, referral, or other arrangement with the Contractor in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. 1396u–2(b)(6)(C))
 - 1.1.3. Agrees the Department, CMS, the Health and Human Services (HHS) Inspector General, the Controller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of CONTRACTOR, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.
 - 1.1.4. Will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.
 - 1.1.5. The Department, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the Subcontractor will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
 - 1.1.6. If the Department, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time.
- 1.2. CONTRACTOR will comply with Placer County policies and procedures relating to advance directives
 - 1.3. CONTRACTOR agrees to administer/utilize any and all survey instruments as directed by Placer County, including outcomes and satisfaction measurement instruments.
 - 1.4. Ensure that each DMC beneficiary is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the beneficiary is treated.
 - 1.5. Shall comply with any other applicable Federal and state laws, including, but not limited to:
 - 1.5.1. Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.

- 1.5.2. The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
- 1.5.3. The Rehabilitation Act of 1973.
- 1.5.4. Title IX of the Education Amendments of 1972 (regarding education programs and activities).
- 1.5.5. Titles II and III of the Americans with Disabilities Act.
- 1.5.6. Section 1557 of the Patient Protection and Affordable Care Act.
- 1.6. Availability and Timely access to services

CONTRACTOR shall ensure that all services covered under this contract are available and accessible to COUNTY referred individuals in a timely manner. Hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medi-Cal. CONTRACTOR will need to work in partnership with COUNTY on all data collection needs set forth from DHCS.

 - 1.6.1. The following standards are required for timely access:
 - 1.6.1.1. Non-Urgent Contact (individuals screened to need services in ASAM Levels of Care 2.1 and below) will be offered a face-to-face assessment appointment with a CONTRACTOR within 10 business days.
 - 1.6.1.2. NTP/OTP contact will be offered a face-to-face appointment within three business days of the service authorization request.
 - 1.6.1.3. Urgent Conditions (individuals needing immediate attention but that do not require hospitalization, screened for ASAM Levels of Care, 3.1, 3.5, or 3.2-WM) will be offered a face to face assessment appointment within 48 hours.
 - 1.6.1.4. Emergency (all individuals experiencing a medical or psychiatric emergency) will be immediately referred for emergency services at the most appropriate local hospital.
 - 1.6.1.5. Frequency of follow-up appointments will occur in accordance with individualized treatment plans.
 - 1.6.2. If at any time, CONTRACTOR'S license, registration, certification, or approval to operate a substance use disorder program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS CONTRACTOR shall contact Placer County Quality Management within 2 business days.
- 1.7. Coverage and Authorization of Services. CONTRACTOR shall have in place, and follow, written authorization policies and procedures that align with the Placer County SUD authorization policy and procedure. DMC CONTRACTOR shall provide medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to individuals under FFS Medicaid, as set forth in 42 CFR §440.230, and for individuals under the age of 21, as set forth in 42 CFR Section 440, subpart B.
- 1.8. Grievance and Appeal System. CONTRACTOR shall utilize COUNTY'S designated grievance and appeal system for resolving disputes and grievances.
- 1.9. CONTRACTOR shall provide reports to COUNTY and DHCS within 60 calendar days when it has identified payments in excess of amounts specified in this Contract.
- 1.10. CONTRACTOR shall not knowingly have a relationship with the following:
 - 1.10.1. A director, officer, or partner of the COUNTY;

- 1.10.2. A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity.
 - 1.10.3. A network provider or person with an employment, consulting or other arrangement with the CONTRACTOR for the provision of items and services that is significant and material to the CONTRACTOR'S obligations under this Agreement.
 - 1.10.4. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - 1.10.5. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (a)(1) of this section.
- 1.11. CONTRACTOR is responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month and maintain proof of client Medi-Cal eligibility in their record. Medi-Cal eligibility verification should be performed prior to rendering service. CONTRACTOR shall verify the Medi-Cal eligibility determination of an individual. When CONTRACTOR conducts the initial eligibility verification, that verification shall be reviewed and approved by COUNTY prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination Education Assistance Act (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.
- 1.12. The initial medical necessity determination, for an individual to receive a DMC benefit, shall be performed through a face-to-face review or telehealth by a Medical Director. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services.
- 1.12.1. Medical necessity for an adult (an individual age 21 and over) is determined using the following criteria:
 - 1.12.1.1. The individual shall have received at least one diagnosis from the current Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and
 - 1.12.1.2. The individual shall meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
- 1.13. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.
- 1.14. For an individual to receive ongoing DMC services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual.
2. Other Drug Medi-Cal Organized Delivery System requirements
- 2.1. No Unlawful Use or Unlawful Use Messages Regarding Drugs. CONTRACTOR agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol

related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3).

- 2.2. Trafficking Victims Protection Act of 2000. Services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- 2.3. Federal Law Requirements
 - 2.3.1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
 - 2.3.2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
 - 2.3.3. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 - 2.3.4. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
 - 2.3.5. Age Discrimination in Employment Act (29 CFR Part 1625).
 - 2.3.6. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
 - 2.3.7. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 - 2.3.8. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 - 2.3.9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 - 2.3.10. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 - 2.3.11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - 2.3.12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - 2.3.13. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 2.4. State Law Requirements:
 - 2.4.1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
 - 2.4.2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
 - 2.4.3. Title 9, Division 4, Chapter 8, commencing with Section 10800.

- 2.4.4. No state or Federal funds shall be used by the CONTRACTOR for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the CONTRACTOR to provide direct, immediate, or substantial support to any religious activity.
- 2.4.5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

3. CULTURAL COMPETENCE:

- 3.1. CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)
- 3.2. CONTRACTOR shall comply with the provisions of the CONTRACTOR'S Cultural Competence Plan submitted and approved by the Department. The CONTRACTOR shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subs. (c)-(d).)
- 3.3. CONTRACTOR shall ensure that all employees who provide direct services attend a minimum of one Cultural Competence training per fiscal year. CONTRACTOR shall provide COUNTY Contract Administrator with evidence of completion of training.
- 3.4. If CONTRACTOR has an individual requesting culturally specific services, they must inform COUNTY immediately upon request by the individual.
- 3.5. CONTRACTOR shall Implement and adhere to the National Standards for Culturally and Linguistic Appropriate Services (CLAS) in Health and Health Care. CONTRACTOR shall provide language access to clients in the client's preferred language through bi-lingual staff and/or through alternative mechanisms such as a language line. CONTRACTOR shall adhere to the COUNTY'S Quality Management for guidelines in submitting CLAS Standards.
- 3.6. Pursuant to 42 C.F.R. § 438.10(c)(4) and (5) and Cal. Code Regs., tit. 9, § 1810.410, the Contractor must make oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language (ASL), available free of charge to each beneficiary. This applies to all non-English languages and not just those identified as threshold or prevalent. CONTRACTOR must notify beneficiaries that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services.
- 3.7. CONTRACTOR shall provide all written materials for potential enrollees and enrollees in an easily understood language and format. Provide all written materials for potential enrollees and enrollees in a font size no smaller than 12 point. Consistent with 42 C.F.R. 438.10(d), the CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, CONTRACTOR directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and mental health education materials used by the CONTRACTOR, available in the prevalent non-English languages of the COUNTY.
- 3.8. CONTRACTOR shall ensure its written materials:
 - 3.8.1. Are available in alternative formats, including large print, upon request of the potential enrollee or enrollee at no cost. Large print means printed in a font size no smaller than 18 point.
 - 3.8.2. Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided.

3.8.3. Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the CONTRACTOR'S member/customer service unit.

4. REGARDING IHCP/INDIAN ENROLLEES:

4.1. CONTRACTOR shall ensure that any Indian enrolled in the Mental Health Plan, and eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, is permitted to choose that IHCP as their provider, as long as that provider has capacity to provide the services. The Contractor shall ensure Indian beneficiaries are permitted to obtain covered services from out-of-network IHCPs from whom the beneficiary is otherwise eligible to receive such services. The Contractor must permit an out-of-network IHCP to refer an Indian enrollee to a network provider.

4.2. IHCPs, whether participating or not, shall be paid for covered services provided to Indian beneficiaries, who are eligible to receive services at a negotiated rate between the MHP and IHCP or, in the absence of a negotiated rate, at a rate not less than the level and amount of payment the managed care entity would make for the services to a participating provider that is not an IHCP.

5. SMOKE-FREE WORKPLACE CERTIFICATION: Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments. (Exhibit D(F) Section 20)

5.1. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

5.2. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

5.3. By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

5.4. CONTRACTOR further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

6. PROHIBITED AFFILIATION:

6.1. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:

6.1.1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive

Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

6.1.2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

6.2. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)

6.3. CONTRACTOR shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

6.3.1. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

6.3.2. A subcontractor of CONTRACTOR, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

6.3.3. A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity. (42 C.F.R. § 438.610(c)(3).)

6.3.4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

6.3.5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR'S obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

6.3.6. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

6.4. CONTRACTOR shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

7. CONFLICT OF INTEREST:

7.1. CONTRACTOR shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act. (42 C.F.R. § 438.3(f)(2).)

7.2. CONTRACTOR'S officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

7.3. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)

7.3.1. If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs, tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)

7.3.2. Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)

7.4. CONTRACTOR shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)

7.4.1. CONTRACTOR shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

8. OFFICIALS NOT TO BENEFIT:

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

9. LOBBYING AND DISCLOSURE CERTIFICATION: Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of Title 31, U.S.C. (Exhibit D(F) Section 32)

9.1. Certification and Disclosure Requirements:

9.1.1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Exhibit F, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

9.1.2. Each recipient shall file a disclosure (in the form entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'" set forth in Exhibit F) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

9.1.3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

9.1.3.1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

9.1.3.2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

9.1.3.3. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

9.1.4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

9.2. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by CONTRACTOR. CONTRACTOR shall forward all disclosure forms to COUNTY.

9.3. Prohibition

9.3.1. Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

10. CERTIFICATION OF PROGRAM INTEGRITY:

- 10.1. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
- 10.2. CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:
- 10.3. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the DHCS, a copy of which will be provided to CONTRACTOR by COUNTY under separate cover.
- 10.4. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary. CONTRACTOR shall ensure that all services are authorized in accordance to County and State MHP guidelines.
- 10.5. The services included in the claim were actually provided to the beneficiary.
- 10.6. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
- 10.7. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between COUNTY and the DHCS.
- 10.8. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, short term residential treatment program, (STRTP) and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between COUNTY and the DHCS.

NOTE: Authority: Sections 14043.75 14680, and 14712 Welfare and Institutions Code.

- 10.9. CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.

10.9.1. In addition, CONTRACTOR certifies that the following processes are in place:

10.9.2. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

- 10.9.3. The designation of a compliance officer and a compliance committee that are accountable to senior management.
- 10.9.4. Effective training and education for the compliance officer and the organization's employees.
- 10.9.5. Enforcement of standards through well-publicized disciplinary guidelines.
- 10.9.6. Provisions for internal monitoring and auditing.
- 10.9.7. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 10.10. Pursuant to 42 C.F.R. 438.602(b), the 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.
- 10.11. Consistent with the requirements of 42 C.F.R. §455.436, the CONTRACTOR must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), the National Practitioner database, as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List).
 - 10.11.1. Applicable to all agreements funded in part or whole with federal funds.
 - 10.11.2. By signing this Agreement, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
 - 10.11.3. By signing this Agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
 - 10.11.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 10.11.3.2. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 10.11.3.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - 10.11.3.4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 10.11.3.5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations

(i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

10.11.3.6. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

10.11.4. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to COUNTY.

10.11.5. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

10.11.6. If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

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

10.13. CONTRACTOR shall ensure that the Exclusion and licensure verifications are completed as part of the employee pre-hire process and on a regular basis as stipulated in the MHP Credentialing guidelines.

10.14. CONTRACTOR shall ensure that all licensed, registered, and/or certified staff members remain in good standing with their governing board. Contractor shall notify the MHP Contract Monitor immediately should any change of status occur or governing board sanctions be imposed.

10.15. CONTRACTOR shall adhere to the MHP Credentialing Guidelines, and demonstrative monthly verifications and compile into a quarterly report and sent to the COUNTY CONTRACT ADMINISTRATOR. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the COUNTY.

11. AUDIT, RECORD RETENTION, DISALLOWANCES & RECOVERY OF OVERPAYMENTS:

11.1. Applicable to agreements in excess of \$10,000 and applicable to any Subcontractors if used by CONTRACTOR.

11.2. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

11.3. CONTRACTOR'S facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

11.4. CONTRACTOR agrees that COUNTY, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).”

- 11.5. CONTRACTOR shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - 11.5.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 11.5.2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
 - 11.5.3. CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
 - 11.5.4. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- 11.6. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director’s Association, determines that those appeals are not cost beneficial.
 - 11.6.1. Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller’s office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 11.6.2. The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- 11.7. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
 - 11.7.1. The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 11.7.2. Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The

Department shall determine the amount that may be withheld from each payment to the mental health plan.

11.7.3. The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

11.8. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.

11.9. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

11.10. Contractor shall be financially responsible for any disallowances identified during audits and program reviews.

12. FINES, SANCTIONS, PENALTIES, PAYMENT WITHHOLDINGS:

12.1. Any violations of the terms of this contract, and applicable federal and state law and regulations, and the requirements specified in California's Medicaid State Plan, the 1915(b) Specialty Mental Health Services (SMHS) Waiver, and DHCS' contract with the MHP, in accordance with Welfare & Institutions Code § 14712(e), § 14713, subd. (a), and Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385 may result in sanctions being imposed on to County for DHCS audit findings pertaining to non-compliance by Contractor. Additionally, any inappropriate payments or overpayments may be subject to recover and/or be the basis for sanctions by County §438.700-730.

12.2. Any failures on the part of the Contractor that result in fines, sanctions, penalties, or payment withholdings to the County from DHCS will be the responsibility of the Contractor. DHCS may impose financial sanctions ranging from \$500 to \$5,000 per violation, plus \$25 per day in late fees per item.

12.3. Additionally, any noncompliance with the requirements of nondiscrimination in services shall constitute grounds to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

12.4. GRIEVANCE AND APPEALS:

12.4.1. Contractor shall follow all federal regulations for processing grievances and appeals. Clarification and guidance can be located in Information Notice 18-010E on the DHCS website at:
https://www.dhcs.ca.gov/formsandpubs/Pages/2018_MHSUDS_Information_Notices.aspx

13. BENEFICIARY LIABILITY:

- 13.1. CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary 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 (a).)
- 13.2. CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which the State does not pay the Contractor; for costs of covered services for which the State or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
- 13.3. CONTRACTOR shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c).)

14. ICD-10 CODE:

- 14.1. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental health services listed in Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 17-004E.

15. COST SHARING:

- 15.1. The Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- 15.2. The Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

16. CONFIDENTIALITY OF INFORMATION:

- 16.1. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to CONTRACTOR, as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- 16.2. CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
- 16.3. CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- 16.4. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY, except if disclosure is required by State or Federal law.

- 16.5. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- 16.6. As deemed applicable by COUNTY, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

17. MANAGEMENT INFORMATION SYSTEMS:

- 17.1. CONTRACTOR shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- 17.2. CONTRACTOR shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) CONTRACTOR shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)
- 17.3. CONTRACTOR shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 CFR § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code §14100.2(a).)

18. QUALITY ASSURANCE AND COMPLIANCE:

- 18.1. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- 18.2. The Contractor's QAPI Program shall improve Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- 18.3. Contractor shall maintain a provider directory and update as required. Provider directory must include all required elements.
- 18.4. Contractor shall adhere to all network adequacy and timely access standards and .
- 18.5. The Contractor's QAPI Program will include all the elements of the Placer County Mental Health Provider QA Reporting requirements (Can we add as an attachment).
- 18.6. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and

adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)

- 18.7. CONTRACTOR shall participate in the MHP QAPI Program. Participation shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- 18.8. MHP QAPI Program elements include but are not limited to:
 - 18.8.1. Beneficiary and system outcomes,
 - 18.8.2. Utilization management,
 - 18.8.3. Utilization review,
 - 18.8.4. Provider appeals,
 - 18.8.5. Credentialing and monitoring,
 - 18.8.6. Resolution of beneficiary grievances.
 - 18.8.7. Detection of both underutilization and overutilization of services.
 - 18.8.8. Beneficiary and family satisfaction surveys
 - 18.8.9. Evaluation of grievances, appeals and state fair hearings
 - 18.8.10. Monitoring the safety and effectiveness of medication practices (this shall be under the supervision of a licensed prescriber.
 - 18.8.11. Identification and resolution of clinical issues impacting beneficiary's system wide.
- 18.9. Identification and implementation of mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.
 - 18.9.1. 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.
- 18.10. The Contractor shall have a Quality Improvement (QI) Work Plan covering A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
 - 18.10.1. Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.
- 18.11. The Contractor shall undergo annual, external independent reviews 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)
- 18.12. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

19. State and Federal Law Governing this Contract:

- 19.1. Contractor agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections 19.3, 19.6, and 19.7 in its provision of services as the Mental Health Plan. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
- 19.2. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or Federal statutes or regulations, or pursuant to judicial interpretation.
- 19.3. Federal law:
 - 19.3.1. Title 42 United States Code, to the extent that these requirements are applicable;
 - 19.3.2. 42 C.F.R. to the extent that these requirements are applicable;
 - 19.3.3. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph 19.4 and 19.5, below.
 - 19.3.4. 42 C.F.R. § 455 to the extent that these requirements are applicable;
 - 19.3.5. Title VI of the Civil Rights Act of 1964
 - 19.3.6. Title IX of the Education Amendments of 1972
 - 19.3.7. Age Discrimination Act of 1975
 - 19.3.8. Rehabilitation Act of 1973
 - 19.3.9. Americans with Disabilities Act
 - 19.3.10. Section 1557 of the Patient Protection and Affordable Care Act
 - 19.3.11. Deficit Reduction Act of 2005;
 - 19.3.12. Balanced Budget Act of 1997.
 - 19.3.13. The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
 - 19.3.14. The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
 - 19.3.15. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
 - 19.3.16. Any applicable federal and state laws that pertain to beneficiary rights.

19.4. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:

19.4.1. §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts

19.4.2. §438.3(c) Standard Contract Provisions - Payment

19.4.3. §438.3(g) Standard Contract Provisions - Provider preventable conditions

19.4.4. §438.3(o) Standard Contract Provisions - LTSS contract requirements

19.4.5. §438.3(p) Standard Contract Provisions – Special rules for HIOs

19.4.6. §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs

19.4.7. §438.4 Actuarial Soundness

19.4.8. §438.5 Rate Development Standards

19.4.9. §438.6 Special Contract Provisions Related to Payment

19.4.10. §438.7 Rate Certification Submission

19.4.11. §438.8 Medical Loss Ratio Standards

19.4.12. §438.9 Provisions that Apply to Non-emergency Medical Transportation

19.4.13. §438.50 State Plan Requirements

19.4.14. §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities

19.4.15. §438.56 Disenrollment: requirements and limitations

19.4.16. §438.70 Stakeholder engagement when LTSS is delivered through a managed care program

19.4.17. 438.74 State Oversight of the Minimum MLR Requirements

19.4.18. §438.104 Marketing

19.4.19. §438.110 Member advisory committee

19.4.20. §438.114 Emergency and Post-Stabilization

19.4.21. §438.362 Exemption from External Quality Review

19.4.22. §438.700-730 Basis for Imposition of Sanctions

19.4.23. §438.802 Basic Requirements

19.4.24. §438.810 Expenditures for Enrollment Broker Services

19.4.25. §438.816 Expenditures for the beneficiary support system for enrollees using LTSS

19.5. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:

19.5.1. Long Terms Services and Supports

19.5.2. Managed Long Terms Services and Supports

19.5.3. Actuarially Sound Capitation Rates

19.5.4. Medical Loss Ratio

19.5.5. Religious or Moral Objections to Delivering Services

19.5.6. Family Planning Services

19.5.7. Drug Formularies and Covered Outpatient Drugs

- 19.6. Pursuant to Welfare & Institutions Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- 19.7. State Law:
- 19.7.1. Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 19.7.2. Welf. & Inst. Code §§ 14680-14685.1 3)
 - 19.7.3. Welf. & Inst. Code §§ 14700-14726
 - 19.7.4. Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 19.7.5. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
 - 19.7.6. Cal. Code Regs., tit. 22, §§ 50951 and 50953
 - 19.7.7. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)

**COUNTY OF PLACER THROUGH ITS HEALTH AND HUMAN SERVICES DEPARTMENT
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

COUNTY OF PLACER through its Health and Human Services Department (“Placer County”) with the County of Nevada and their subcontractor Communicare (the “QSO”) hereby agree to comply with the terms set forth in this Qualified Service Organization Agreement (“QSOA”) whereby the QSO agrees to provide substance abuse and/or other services to Placer County’s clients. Placer County may provide data and information related to substance abuse treatment to QSO in order for QSO to provide services to Placer County pursuant to the contract (the “Service Arrangement”) between the QSO and Placer County. This QSOA is necessary to ensure the protection of the confidentiality of such data and information.

RECITALS:

WHEREAS, the QSO provides services for Placer County pursuant to which Placer County may disclose Protected Health Information (“PHI”) and substance abuse treatment records to the QSO in order to enable the QSO to perform one or more functions for Placer County related to Treatment, Payment or Health Care Operations;

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the “Privacy Rule”), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the “Security Rule”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”) including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316; and

WHEREAS, the parties also desire to comply with federal regulations of the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, relating to the use and disclosure of substance abuse treatment records.

NOW THEREFORE, the parties to this QSOA hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this QSOA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502, and 42 C.F.R. Part 2.
2. Obligations and Activities of the QSO.
 - 2.1. The QSO agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Placer County identifying or otherwise relating to substance abuse treatment, it is fully bound by the federal regulations under 42 C.F.R. Part 2.
 - 2.2. The QSO agrees to ensure that any substance abuse treatment records received from Placer County will not be re-disclosed to any other agency or subcontractor who provides services to the QSO, in accordance with 42 C.F.R. Part 2.
 - 2.3. The QSO agrees to not use or further disclose PHI or substance abuse treatment records other than as permitted or required by this QSOA, as required by law or as permitted by law, provided such use or disclosure would also be permissible by law by Placer County. The QSO agrees to resist any efforts in judicial proceedings to obtain access to substance abuse treatment records except as expressly provided for in 42 C.F.R. Part 2.

- 2.4. The QSO agrees to use appropriate safeguards to prevent use or disclosure of the PHI or substance abuse treatment records other than as provided for by this QSOA. The QSO agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and substance abuse treatment records, as required by the “Security Rule,” including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316.
 - 2.5. The QSO agrees to mitigate, to the extent practicable, any harmful effect that is known to the QSO of a use or disclosure of PHI or substance abuse treatment records by the QSO in violation of the requirements of this QSOA, or of any Security Incident of which it becomes aware.
 - 2.6. The QSO agrees to report to Placer County, in writing, any use or disclosure of PHI or substance abuse treatment records not provided for by this QSOA, within five (5) business days.
 - 2.7. The QSO agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and substance abuse treatment records received from or created or received by the QSO, on behalf of Placer County, agrees to the same restrictions and conditions that apply through this QSOA to the QSO with respect to such information. Specifically, the QSO agrees to include the statutory required re-disclosure language every time the QSO re-discloses any substance abuse treatment records as follows:
 - 2.7.1. This information has been disclosed to you from records protected by the Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.
 - 2.8. The QSO shall, following the discovery of a breach of any substance abuse treatment records, promptly notify Placer County of such breach. Such notice shall include: a) the identification of each individual whose record has been, or is reasonably believed by the QSO to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of information that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by the QSO related to the breach; and f) contact information of the most knowledgeable individual for Placer County to contact relating to the breach and its investigation into the breach.
 - 2.9. QSO agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.
3. Term and Termination.
- 3.1. The term of this QSOA shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI and substance abuse treatment records provided by Placer County to the QSO, or created or received by the QSO on behalf of Placer County, is destroyed or returned to Placer County, or, if it is infeasible to return or destroy it, protections are extended to such information, in accordance with the termination provisions of this Section.
 - 3.2. Upon the either party’s knowledge of a material breach by the other party, the party

- 3.2.1. Provide an opportunity for the other party to cure the breach or end the violation and terminate this QSOA and the Service Arrangement if the violating party does not cure the breach or end the violation within the time specified by the other party.
 - 3.2.2. Immediately terminate this QSOA and the Service Arrangement if the party has breached a material term of this QSOA and cure is not possible; or
 - 3.2.3. If neither termination nor cure is feasible, the party shall report the violation to the HHS Secretary.
 - 3.3. Except as provided in paragraph 3.4 of this Section, upon any termination or expiration of this QSOA, the QSO shall return or destroy all PHI and substance abuse treatment records received from Placer County, or created or received by the QSO on behalf of Placer County. This provision shall apply to PHI and substance abuse treatment records that are in the possession of subcontractors or agents of the QSO. The QSO shall retain no copies.
 - 3.4. In the event that the QSO determines that returning or destroying the PHI and substance abuse treatment records is infeasible, the QSO shall provide to Placer County notification of the conditions that make return or destruction infeasible. The QSO shall extend the protections of this QSOA to such PHI and substance abuse treatment records and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as the QSO maintains such PHI and substance abuse treatment records.
4. Miscellaneous.
- 4.1. The Parties agree to take such action as is necessary to amend this QSOA from time to time as is necessary for Placer County to comply with the requirements of HIPAA, the Privacy and Security Rules, HITECH and 42 C.F.R. Part 2.
 - 4.2. Any ambiguity in this QSOA shall be resolved to permit Placer County to comply with HIPAA, HITECH, and 42 C.F.R. Part 2.
 - 4.3. The QSO is solely responsible for all decisions made by the QSO regarding the safeguarding of PHI and substance abuse treatment records.
 - 4.4. Nothing express or implied in this QSOA is intended to confer, nor shall anything herein confer upon any person other than Placer County, the QSO and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
 - 4.5. Modification of the terms of this QSOA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
 - 4.6. This QSOA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
 - 4.7. Should any provision of this QSOA be found unenforceable, it shall be deemed severable and the balance of the QSOA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
 - 4.8. This QSOA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.
 - 4.9. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
 - 4.10. This QSOA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their

signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.