

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

TURNING POINT COMMUNITY PROGRAMS, INC.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provision of Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST).**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$2,566,667
(§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 06/30/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) All licenses as required to perform professional services as contemplated under this contract.

NOTICE & IDENTIFICATION

(§33) Contractor: Turning Point Community Programs, Inc. 3440 Viking Drive, Suite 114 Sacramento, California 95827 Contact Person: Al Rowlett Phone: (916) 364-8395 E-mail: AlRowlett@tpcp.org	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Phebe Bell Phone: (530) 470-2784 E-mail: Phebe.Bell@co.nevada.ca.us
Funding: 1589-40110-493-8301/521520; 1512-40110-493-1000/521520	CFDA No.: <u>N/A</u> CFDA Agreement No.: <u>N/A</u>

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.	<u> </u> Other	<u> </u> LLC	<u>X</u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Indiv.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	<u> </u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:



- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

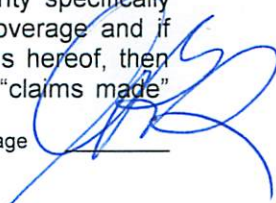
Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made"



coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

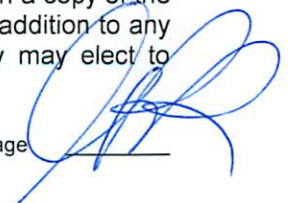
12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor 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 hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.



14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

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

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

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

18. Nondiscriminatory Employment:

In providing Services hereunder, 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 shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, 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.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

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

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies 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 performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

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

23. Cost Disclosure:

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

Default and Termination

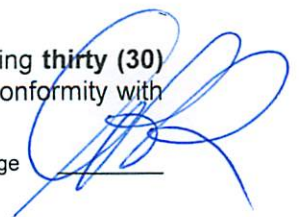
24. Termination:

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

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

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with



the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

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

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

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

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

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

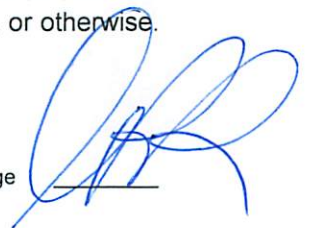
27. Non- Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:



(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

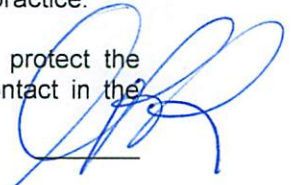
The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

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

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

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the



process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

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

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

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

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Al Rowlett
CEO

COUNTY OF NEVADA:

Edward Scofield
Chair, Board of Supervisors

Dated:

06.29.18

Dated:

Attest:

Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
TURNING POINT COMMUNITY PROGRAMS, INC.

Turning Point Community Programs, Inc., hereinafter referred to as "Contractor", shall provide Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST) for the Nevada County Behavioral Health hereinafter referred to as "County".

I. Providence Center

Clients Served: the ongoing caseload of qualified adults to be served under this agreement is **76**.

1) List of Services/Authorization responsibilities

- A. Mental Health Services
- B. Case Management, Brokerage
- C. Medication Support
- D. Crisis Intervention
- E. Therapeutic Behavioral Services (TBS)
- F. Non-Medi-Cal Jail Services
- G. MHSA Outreach and Engagement
- H. Authorization of outpatient Mental Health Services and Medication Support

2) Programs/Client Populations Served

- A. Eastern and Western Nevada County
- B. MHSA Assertive Community Treatment Team
- C. TBS. May be adults in ACT team or non-ACT team adults.
- D. Medi-Cal adults who have graduated from ACT program and need follow-up services.

3) Staffing

Contractor's program staffing for TPCP's Adult Assertive Community Treatment Program shall include:

- Regional Director-Provides overall management of Respite, IST, Hospitality House, and other Turning Point programs in Nevada County.
- Program Director- Overall management of the program, including clinical oversight of services, management of budget, AOT, AACT services, and personnel. This position is also responsible for clinical oversight of services while ensuring that treatment to members includes adequate planning. Reviews assessment and treatment plans, authorizes services as permitted herein, and provides treatment staff training and clinical supervision as needed.

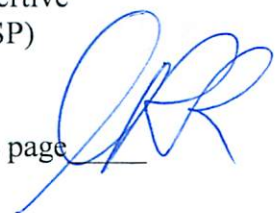


- QA Manager scrutinizes all chart documentation and ensures compliance with Medi-Cal documentation standards and HIPAA compliance. Tracks employee productivity. Ensures all documentation is completed in a timely manner.
- Office Manager- overall management of the office functions to support staff in service delivery. Scheduling of doctors' days, transcription, ensured charting standards and oversees the adherence to Medi-Cal service requirements. Monitors Medi-Cal coverage or coverage by other third party payers for member services. Coordinates after hours scheduling of on-call response teams.
- Registered Nurse- Provides prescribed medical treatment and oversight to members with co-occurring medical conditions as well as staying abreast of member medication needs and disbursements.
- Team Leader - oversee all aspects of clinical services, as well as ensure that direct treatment staff provides appropriate responsive services. Responsible for administrative supervisions of direct treatment staff i.e. employee evaluations, properly prepared time sheets.
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- Youth/Peer/Family Advocate- advocates for the individual/family voice in areas of treatment and program planning. Facilitates individual/family support groups and supports clients as needed with linkage to other community supports.
- Personal Service Coordinator (PSC) - ensures members' treatment needs are met. Coordinates services for up to ten (10) members. Facilitates the Community Support Team Meetings and also helps provide linkage to formal and informal supports. Completes Medi-Cal assessments as needed along with other charting, documentation and authorizations for treatment. Ensures members access to meet health needs. PSC also attends court hearings with the individual to advocate on the behalf of client, for mental health treatment, instead of jail time when appropriate. Outreach and advocacy also includes establishing positive relationships with public defender's office and attorneys. Develops housing resources in the community through linkage and partnerships. Assists members in locating and maintaining housing. Develops employment resources in the community through linkage and partnerships. Assists members with developing job skills needed for the careers they choose to explore. Assists members with locating job opportunities and provides support for the member's work experience.
- Court Liaison/CAADAC Counselor- stays in close communication with attorneys/judges, probation, law enforcement, Behavioral Health and any other parties involved in members' progress/status of case through the criminal justice system, including Mental Health Court. This position also provides CAADAC based, drug and alcohol counseling to clients referred from within the Providence Center program.

4) Program Services Team

A. **MHSA Adult Assertive Community Treatment (AACT) Team**

1. **Program Overview MHSA AACT**—Contractor shall provide Adult Assertive Community Treatment Program Services as a Full Service Partnership (FSP)



consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. This program shall target adults, transition age youth, and seniors. Members of full service partnerships will receive specialized, individualized, intensive services and supports. Outreach and Engagement Services will be provided to the unserved and underserved individuals, including the homeless, incarcerated, and other unserved individuals to ensure participation in mental health service opportunities.

When individuals do not receive needed mental health services, the negative consequences can spread a wave of disconnect and destruction throughout families and communities. The goal of AACT Program services is to decrease the negative impact of mental illness by providing a range of treatment options within Nevada County that respects an individual's cultural needs and includes family participation, whenever possible, in planning and decision-making.

2. **Target Population MHSA AACT:** The target population the Contractor will serve consists of individuals over the age of 18 with severe mental illness (SMI) in accordance with Welfare and Institutions Code (W& I) Code Section 5600.3. To qualify for MHSA AACT services, the severe mental illness must be causing behavioral functioning that interferes substantially with areas specified in this regulation. This section further states that to qualify for services, a person must have a mental disorder as identified in the most recent edition of the DSM-IV. Individuals with Medi-Cal eligibility will meet medical necessity standards identified in the California Code of Regulations, Title 9, Section 1830.205, and Medical Necessity Criteria for Specialty Mental Health Plan Reimbursement of Specialty Mental Health Services.

Welfare and Institutions Code Section 5878.1(b) specifies that MHSA services will be provided to adults and older adults. Transition age youth age 16-25 may also be served under W&I Code Section 5865.1.

Services would focus on the individual/family, use a strength-based approach, and include multi-agency programs and joint planning. These individuals as the result of their mental health diagnosis are:

- At serious risk of, or have a history of, psychiatric hospitalization, residential care, or out of home placement.
- Adults who are homeless or at risk of being homeless.
- At risk of fragmenting or being displaced from their families.
- In danger of experiencing job failure or loss of income required for basic needs such as food, shelter, and clothing.
- At risk of involvement or currently involved in the criminal justice system.
- Inability to provide for basic medical needs.
- The desired ratio of providers to members should not exceed 1:10.

3. Comprehensive Program Description:



Contractor shall incorporate community collaboration, cultural competence, client/family driven services, a focus on wellness, and integrated services under this Agreement.

Like many of Turning Point Community Programs (TPCP) existing programs in other counties, the Nevada County AACT will be built upon the central principles of the Assertive Community Treatment (ACT) model: multi-disciplinary team direct provision of community-based psychiatric treatment, assertive outreach, rehabilitation and support services to the population with serious mental illness that also has co-occurring problems or multiple hospitalizations.

TPCP's AACT Team will operate 24-hours, 365 days per year in providing flexible crisis intervention and wraparound services. Both individuals and groups services are designed for TAY (transitional age youth), adults, older adults and their families to form partnerships with TPCP staff as individuals seek to realize their full potential as people and members of a community. Services shall include, but are not limited to: peer support, therapy, housing assistance, job development skills/assistance, psychiatric services, medication support, outreach, and linkage to other community supports, substance abuse treatment, and assistance in supporting other health and life needs.

4. Forensic Services

Mental Health Court AACT will provide services to Mental Health Court clients, which are assigned by the County. Mental Health Court is an alternative court that places legal mandates, as part of formal probation, on individuals needing mental health services. The mental health court treatment team includes members from County Behavioral Health, Probation, District Attorney's, and Public defender offices, and AACT. The aim of this program is to prevent criminal recidivism by ensuring and monitoring the treatment of mental health clients, consulting with multiple agencies involved in care, via regular team meeting and court proceedings to make needed adjustments to treatment.

The AACT representative will attend all Mental Health Court team meetings, steering committee meetings, and provide regular treatment summaries, recommendations, and consultation to mental health court by attending and actively participating in the court proceedings.

All services provided under this Agreement shall focus on rapid disposition and early release of adult offenders from custody or incarceration. Services will be provided in jail until the member is released. Jail discharge planning will be implemented for those inmates meeting AACT criteria and will include dispositional recommendations, assessment, case management, referral and linkage to appropriate treatment resources.

5. Assisted Outpatient Treatment (Laura's Law)



The AACT program will receive referrals by the County for Assisted Outpatient Treatment, and follow criteria, assessment, and legal proceedings per Welfare and Institutions Code 5345-5349.5. AOT is a program mandated by the Board of Supervisors to prevent mentally ill adult individuals from harming themselves and others by court ordering potentially effective mental health treatment on individuals refusing mental health services, particularly the use of psychiatric medication.

The AACT representative for AOT will be a licensed clinician, attend all court proceedings, and keep the County Director or his/her designee current on the clinical and legal aspects of AOT clients, and consult with the County Director or his/her designee when necessary. The AACT representative for AOT will attend all AOT steering committees, as well.

6. Outpatient Services:

Clients who receive on average less than four hours of services per month, or who are expected to be receiving this level of service, will be either transitioned outside of Turning Point to other services in the community, including Behavioral Health, or to the Outpatient unit of the Providence Center. The Outpatient services will be a noticeably reduced level of services as compared to the services provided by the ACT programs. Often the clients will see the psychiatrist at less frequent rates compared to the services in ACT and they will need minimal service coordination, including less than one contact by a service or care coordinator per month.

7. Authorization:

a. All planned (non-emergency) services must be pre-authorized. Services may be authorized by County licensed staff or by Contractor's licensed staff as permitted herein. Contractor will designate a licensed team member as the Utilization Review Coordinator ("URC") who will make authorization decisions for services rendered by Contractor. The County URC will oversee all service authorizations that have not been delegated to Contractor herein. Further, the County may review and change authorization decisions made by Contractor and has ultimate authority in this area.

b. Requirements:

To authorize a service, the URC must review the Assessment, Medical Necessity determination and Client Plan (if available) and conclude that medical necessity for outpatient Mental Health Services exists. The URC must also follow other County guidelines regarding Authorization of Services. The URC or designee must enter all service authorizations into a data base which shows the authorization expiration date and the URC shall be responsible for insuring that all services are pre-authorized. In conjunction with the billing of services, Contractor shall confirm on the billing statement that all services billed have been properly authorized in accord with these requirements.



8. Therapeutic Behavioral Services:

- a. **Clients Served:** clients served as needed within the overall target number of clients served in this contract, including both Western and Eastern Nevada County (Truckee)
- b. **Target Population:** includes mental health services for adults who have severe emotional problems, who are at risk of or who have been hospitalized recently for mental health problems.
- c. **Program Description:** Therapeutic Behavioral Services (TBS) is one to one contact between a mental health provider and a beneficiary for a specified short period of time, to prevent placement in a psychiatric hospital or to enable transition from those institutions to a lower level of care. TBS helps to resolve changes in target behaviors and achieving short term goals.
- d. **Contractor** is expected to follow all state requirements on authorization, reporting and time restriction requirements.
- e. **Contractor** shall not provide TBS until such time as Contractor is fully certified to provide such services; and the provision of TBS must be specifically pre-authorized by Behavioral Health.

9. Overall Structure of all ACT Teams shall include:

24/7 - 365 days a year response
Smaller caseloads (1:10)
Client driven

Treatment shall include:

- Assessments- each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of diagnosis and treatment.
- Staff shall work closely with each client to develop a safe and trusting professional relationship.
- Psychopharmacologic treatment, including new atypical antipsychotic and antidepressant medications
- Individual supportive therapy
- Crisis Intervention
- Hospitalization- Contractor will require pre-authorization from the County's Behavioral Health Department to place a member in acute inpatient, long-term residential (IMD, SNF), or psychiatric board and care facility.
- Substance abuse treatment, including group therapy (for members with a dual diagnosis of substance abuse and mental illness). Clients shall have access to specialized groups such as Alcoholics Anonymous, Narcotics Anonymous and dual diagnosis groups that employ the "harm reduction model."
- Continuum of Care- as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

Rehabilitation:

- Behaviorally oriented skill teaching (supportive and cognitive-behavioral therapy), including structuring time and handling activities of daily living
- Supported employment, both paid and volunteer work
- Support for resuming or continuing education
- Individual and Group therapy

Support Services:

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

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

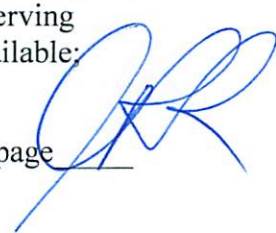
- 1) Individuals participate in the decisions that affect their lives.
- 2) Individuals have real input into how their services are provided.
- 3) Eliminate service delivery methods that are confusing and fragmented.
- 4) Prioritize resources and services for individuals.
- 5) Emphasize and utilize the self-help model.
- 6) Hire clients so that they can provide services at all levels of the agency.

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

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

10. Housing Services:

TPCP's program in Nevada County will also focus on providing individuals with access to an array of community-based housing options designed to meet the needs of each person. Contractor shall work to create housing collaborations similar to alliances TPCP has in other counties, including master leases with property management companies, payment of rent/responding to intervention requests at various apartments, and knowledge of resources necessary to home and apartment maintenance. In addition, TPCP will work to become familiar with Housing Authority locations and personnel through assisting members with submitting applications for federal subsidies. TPCP will effectively implement the following housing support strategies with and on behalf of the individuals they are serving under this Agreement: Assist in obtaining federal housing subsidies as available:



training in skills necessary to maintain acquired housing. Contractor shall assure timely linkage with utility resources as needed on behalf of individuals; payment of rental and utility obligations; repair of individual's housing when needed; and clean-up of housing after individual's move-out.

II. Catherine Lane:

Contractor, in conjunction with Behavioral Health staff, shall implement and monitor a specific treatment program for providing services to Medi-Cal beneficiaries living in the Catherine Lane home. This home will house up to 6 clients at any given time. The Contractor will implement and monitor an Independent Living Program Component for clients residing in the house. The County will also provide staffing to support this component.

CONTRACTOR RESPONSIBILITIES:

A. The contractor will provide the following:

- Master Lease home large enough to house at least 6 clients
- Develop Admission Agreements and Procedures, and Eviction Procedures
- Personal Rights Policy
- Assist in Maintaining Buildings and Grounds
- Outdoor Activity Space
- Indoor Activity Space
- Provide Fixtures, Furniture, and Equipment and Supplies
- Rehabilitative Mental Health Services
- Case Management Brokerage
- Night and Weekend Supervision

In addition, the Contractor shall provide services for Independent Living Program described below in section C.

B. Staffing Plan, Qualifications, and Duties:

1. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, and including holidays. All staff shall possess a valid California Driver's license.
2. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff shall meet productivity standard of at least 25% of their time with clients in waking hours is billable.
3. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
4. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or



employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.

5. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.
6. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
7. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

8. All staff shall receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:

- Basic knowledge of mental disorders
- Counseling skills:
 - Motivational Interviewing
 - Recovery philosophy and services
 - Understanding Schizophrenia
 - Understanding Depression
 - Working with the multiple diagnosed individual
- Principles of Substance Abuse
- Medication usage
- Working with individuals that have a severe personality disorder
- Communication skills
- Therapeutic exercises
- Leisure time usage
- Handling suicide threats or actions
- Crisis management
- Discharge planning
- Knowledge of community services and resources
- Principles of good nutrition including:
 - Proper food preparation and storage
 - Menu planning



C. The Contractor shall provide the following Independent Living Program services:

1. Structured day and evening services available seven (7) days a week that include, but not limited to, Rehabilitative Mental Health Services, Case Management Brokerage, and Night and Weekend Supervision
2. Assistance in daily living skills, including food preparation, grooming, and completion of individual assigned and group house chores for all Turning Point clients.
3. Treatment plan development and monitoring for specific services, related to supporting Turning Point Clients, for recreational, social, and therapeutic activities.
4. Assist individuals in developing skills necessary to maintain independent living environment, including a safe and clean environment, and budgeting their financial resources to provide nutritious food.
5. The development of community support systems for clients to maximize their utilization of non-mental health community resources;
6. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program; and
7. Use of the house environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.
8. Residents will generally be expected to have attained sufficient knowledge of the need for medications, and will take medications delivered by the contractor, when necessary.
9. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the house.
10. Meet with County Program Manager or Designee at least monthly, and sometimes sooner if necessary given a unique situation, as part of placement team to review client's moving into home, including selection criteria met, proposed treatment plan, and likelihood of success of proposed clients, and monitoring current client success and modifications to treatment plans of these clients would also be discussed.
11. Comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The Contractor shall comply with applicable laws, regulations and State policies relating to patients' rights.



12. Work with county to develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

D. General Criteria for all Placements:

1. No individual shall be accepted for any type of placement unless individual has been admitted to County's Adult System of Care Program and authorized by the Placement Team and County Program Manager or Designee.
2. All proposed clients shall be reviewed by placement team consisting of the Contractor staff and County staff, and placement must approved by the County Program Manager or Designee. All clients accepted into the program will be monitored by the placement committee to determine if the client continues to clinically need this intensive level of supervision. If a client no longer meets this criteria, as determined by the County Program Manager or his/her designee, then the client will be encouraged to find a lower level of care. If a client does not agree to move then possible notice of eviction, when permissible under federal and state (e.g., MHSA) housing guidelines, may be given.
3. No individual shall be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.
4. All individuals accepted for residency shall be free of any communicable disease.

III. Hospitality House Shelter Case Manager

The Contractor, in conjunction with Behavioral Health and Hospitality House staff, shall implement and monitor the delivery of mental health services to clients of the Hospitality House shelter, rapid re-housing and outreach program. Two .80 FTE Shelter Case Managers will be responsible for assisting Hospitality House clients in meeting their expressed mental health-related goals, which may include specific assistance with medication management, housing, counseling, medical services, counseling, support, brokerage for other needed services, and advocacy. The Shelter Case Manager works directly under the supervision and direction of a Hospitality House Supervisor or Program Manager and Turning Point management.

- A. The contractor will provide the following:
 1. Rehabilitative Mental Health Services
 2. Case Management Brokerage
 3. Coordination and assistances with Hospitality House staff in a team approach to meet the individual needs of shelter, rapid re-housing and outreach clients with mental illness.



B. Staff Plan, Qualifications, and Duties:

1. Two .80 FTE case managers will work a combined six days per week, including at least one day of overlap, at the Hospitality House shelter and outreach program.
2. A Bachelor's Degree in Social Work or related field and two years varied experience as a provider of mental health services is preferred. Associates Degree in Social Work, or certificate as a California Addiction Specialist (e.g., CAD_C or equivalent), or related field and a minimum of six (6) years varied experience as a provider of mental health services is required. Additional qualifying experience may be substituted for education. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles.
3. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies and work effectively under stress and conflict, and have appropriate judgment and decision-making.
4. Duties of the staff shall be:
 - a. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
 - b. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
 - c. Carrying a client caseload of approximately 30 clients, creating client case plans with major client input, as well as monitoring client progress with plan activities.
 - d. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
 - e. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
 - f. Locate available housing, negotiate with landlords, and assist clients with rental applications and interpreting lease/rental agreements, and develop and maintain positive relationships with local area landlords and property managers and develop and update a housing resource directory.
 - g. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
 - h. Transport clients to necessary meetings and appointments using his/ her personal vehicle.



- i. Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive service can continue for 18 months from the time the individual is housed.

C. Evaluation: Data to be Collected

1. Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Demographic information.
2. For each Mental Health Services Act Early Intervention Program the Contractor must evaluate the reduction of prolonged suffering as referenced in Welfare and Institution Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functional.
3. For each Mental Health Services Act Prevention Program the Contractor must measure the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.
4. Number of referrals to community supports and mental health treatment, and kind of treatment to which person was referred.
5. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
6. Duration of untreated mental illness
 - a. Duration of untreated mental illness shall be measured for persons who are referred to mental health treatment and who have not previously received treatment as follows:
 - i. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.
7. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.

D. Performance Goals

1. Provide Early Intervention or Prevention services to approximately 60 individuals/families
2. Shelter guests, Rapid Re-housing tenants, and Outreach Program participants maintain their housing or improve their housing situation. Ninety percent of program participants maintain their permanent housing or improve their housing situation.
3. Program participants receive the services and benefits that they need to obtain or maintain permanent housing or to be able to be a successful shelter guest. Ninety percent of program participants have identified at least one service or benefit that they need and has received that service or benefit.



4. Ninety percent of program participants that receive Early Intervention services show a decrease in prolonged suffering from mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functional.
5. Ninety percent of program participants that receive Prevention services show a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.
6. Seventy percent of referrals provided to program participants are followed up on by the program participant.
7. Ninety percent of mental health referrals provided to program participants are followed up on by the program participant.
8. Duration of untreated mental illness is tracked and reported for 100 percent of program participants.

E. Reporting Requirements and Timelines

1. Contractor shall provide standard PEI evaluation data forms by the 10th of each month to the MHSA Evaluation contractor/staff member.
2. A Mid-year Progress Report within 30 days of the end of the second quarter (Q2 ends 12/31; report due 2/1) for PEI (Prevention and Early Intervention funding);
3. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
4. A Three-Year Program and Evaluation Report is due every three years to the County. For example, a Three-Year Evaluation Report due August 1, 2018 for fiscal years 2015-16, 2016-17 and 2017-18 combined. The Three-Year Program Report is due no later than August 1st every three years thereafter (due 8/1/21, 8/1/24, 8/1/27...) and should report on the evaluation(s) for the three fiscal years prior to the due date for those services rendered by the Contractor.
5. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA PEI reporting guidelines

COUNTY RESPONSIBILITIES:

The County shall:

- A. Participate and lead placement team meetings to authorize clients placed in the home, as well as coordinate with Contractor staff to determine client needs and program functioning, and any modifications to treatment plans necessary for non-contractor clients and Turning Point clients.
- B. Provide full range of services and support to non-contractor clients, including Treatment Plan development and monitoring for specific services, related to supporting clients, for planned, as well as unplanned, vocational, recreational, social, and therapeutic activities.
- C. Arrange appointment with Contractor to allow prospective referral of non-contractor client an opportunity to visit home prior to placement.
- D. Make available all pertinent data and records for review



EVALUATION:

With reasonable notice, the County shall do a Program Review, which shall include evaluation of:

- Cost effectiveness
- Program's ability to meet Individual client's treatment goals and objectives
- Follow-up of appropriateness of client's placement outside of transition home
- Analysis of impact on out-of-county placements and acute care costs
- Review of personnel records to assure compliance with Title 9

IV. Contracted TP Staff Working Onsite at Behavioral Health, IST

Project Overview

The Nevada County Integration Services Team (IST) supports healthy futures in which adults ages 18 and older with a serious mental illness (SMI) are able to achieve health, wellness, and recovery through the development of integrated care. The IST is a consortium of health care providers, community partners, individuals with an SMI, and family members. The consortium will work together to integrate services to help individuals take an active role in improving their health outcomes. Each individual with an SMI who is served by IST will have access to a range of effective health services, supports, and resources to promote wellness, manage illnesses, and improve overall health outcomes.

Persons with an SMI often have multiple health conditions. Data shows that the most common health issues for adults with an SMI may include obesity, hypertension, asthma, diabetes, and heart disease. Unhealthy practices such as inadequate physical activity, poor nutrition, smoking, substance use, and the long-term side effects of psychotropic medications can contribute to our clients' risks of developing these serious health conditions. These multiple health conditions often impact their mental illness and prevent them from achieving wellness and recovery. These individuals would greatly benefit from a person-centered health care system that addresses their health care, mental health, and substance use issues.

Turning Point IST shall assist in the coordination of a person-centered health care home and coordinated health services for clients. Turning Point will maintain and administratively supervise part-time (.30 FTE) Registered Nurses (RN) and Supervisor (.82 FTE) and Service Coordinators (2.0 FTE) that make up part of the IST team. These staff shall be stationed and work the majority of their time at the Behavioral Health clinic. All clinical supervision of these staff will occur on a day to day basis by County staff, while performance evaluations will be a combined effort of clinical staff and the Turning Point Supervisor position.

The Contractor shall incorporate community collaboration, cultural competence, client/family driven services, a focus on wellness, and integrated services under this Agreement.



Clients Served: the ongoing caseload of qualified adults to be served under this agreement is at least 20.

CONTRACTOR RESPONSIBILITIES:

1. Staffing Plan, Qualifications, and Duties:

The Contractor shall in collaboration with the County develop, screen, hire, train, schedule, and supervise the following staff:

a. Registered Nurse:

The RN position will include a .30 FTE. The position will coordinate primary care and mental health services for persons enrolled in the program. The RN will coordinate services for clients seeing a primary care provider; discuss health and mental health factors with the primary care and mental health providers; and ensure that the client (and their family members, as feasible) is an active participant in all aspects of the health care team. The nurse will also perform a variety of duties associated with improved health outcomes, including conducting physical and behavioral health assessments, administering drug screenings, collecting health indicators and outcomes, and educating clients on nutrition, exercise, and other healthy behaviors.

b. Supervisor:

The Supervisor will include up to two individuals working with the IST providers, including the hospitals, to track and oversight of both referrals into IST and other referrals to the IST providers. The Supervisor will also provide clinical supervision for licensure, and intake and other assessments, as well as oversight of the treatment planning process for all clients at Behavioral Health. The Supervisor will also provide psychotherapy to select number of clients within IST.

c. Service Coordinators:

The Service Coordinators will be at least two and not more than three individuals. The Service Coordinators being employed by Turning Point will be persons with lived experience (mental health consumers) and/or family members. The Service Coordinators will link clients to the primary care services at the NCBH clinic and FQHCs, as well as assist individuals to access substance use services and other resources in the community. The RN and Service Coordinators will assist clients to develop a wellness based treatment plan that includes both physical and mental health issues. The activities of the plan will promote integrated, person-centered care and help ensure that each client and their family members are actively involved in the treatment process and achieving healthy outcomes. Service Coordination will also assist clients in linkage between SNMH and other services in the community, including services at Nevada County Behavioral Health, Hospitality House, Probation, and substance abuse treatment. These services will include working on a special forensic team that involves law enforcement, probation, and other county agencies, including the jail and Public Defender's office.

- 2. Staff shall meet Medi-Cal requirements for billing Medication Services, Rehabilitative Services and other Mental Health Services and bill Medi-Cal for services that meet Medi-Cal standards. Staff shall meet productivity standard of at least 70% of their time with**



- clients, but this time will include forensic and health engagement/linkage services that are not billable.
3. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
 4. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
 5. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.
 6. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
 7. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

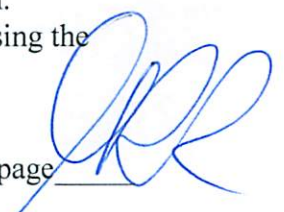
The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

8. All staff shall be trained and provide services, based on the evidence based practices.
9. During periodic time off, the duties of these staff will not be required to be covered by other TP staff in Providence Center or Catherine Lane programs. Extended FMLA or other longer term leave coverage would require coverage of the staff's duties.

COUNTY RESPONSIBILITIES:

The County shall:

1. Provide direct oversight of the daily operation of IST Turning Point staff by the Supervisor, and administratively by the Program Manager, providing direction and feedback in how to provide outpatient treatment to clients at Behavioral Health. Specifically, a central focus will be on meeting health and linkage outcomes using the



evidenced based practices, and coordination of referrals and services related to the treatment plan that involves services from other IST agencies and other relevant organizations.

2. In collaboration with the Contractor choose specific evidenced, based trainings.
3. The County will provide feedback on job performance evaluations, and in other situations requiring immediate feedback, by collaborating with TP management staff administratively supervising these employees.

OTHER COUNTY RESPONSIBILITIES

EVALUATION:

With reasonable notice, the County shall do a Program Review, which shall include evaluation of:

Cost effectiveness

Program's ability to meet Individual client's treatment goals and objectives

1. Performance Measures:

A number of different key health indicators will be measured to help track health status improvement as a result of the IST services, and particularly of the Contractor staff, for an identified limited number of clients in both IST and Behavioral Health.

Data will be collected at the time of the initial Nursing (e.g., weight, height, BMI, blood pressure), and follow up lab work (i.e., Glucose, HGBA1c, HDL and LDL Cholesterol, and Triglycerides) initially and as needed on special subset of clients with intensive medical needs or risks.

Other performance measurement goals include:

Objective a: At least 85% of intensive clients will have medication reconciliation, communicating what if any meds are being prescribed between the treatment providers.

Objective b: 100% of all open clients will have a primary care provider and sign a release of information for that provider with Behavioral Health.

2. Medi-Cal Certification and Goals:

Contractor shall maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

Medi-Cal Performance Measurement Goals:

Contractor shall maintain productivity standards sufficient to generate revenue as specified in contract.

Objective a: 70% of all clients being served as being Medi-Cal eligible.



Objective b: Service Coordinators and RN will have at least an overall 70% productivity, except by the Service Coordinator providing linkage/liaison services with the local hospital and homeless shelter. These linkage services will be utilized as productive to determine if the staff is providing 70% of his/her time related to direct services.

Objective c: Contractor shall have less than 5% denial rate for all billed and audited services.

Objective d: Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.

Objective e: Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

3. Documentation:

Assessment, Client Plan, Progress Notes, and Treatment Plans—will be prepared and maintained in accord with County procedures as well as state and federal requirements and submitted by Contractor to County upon request. For services which must be authorized by County, Contractor shall submit Request for Authorization and other required documentation prior to rendering such services. County or County designee will review for authorization and communicate in writing or by E-mail the results within 5 calendar days to the provider, in accordance with applicable regulations.

4. Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance with MHSA and Medi-Cal reporting requirements.
- Contractor shall attend IST Coordinating Meetings, MHSA Innovation Subcommittee Meeting and MHSA Steering Committee Meetings.
- Comply and cooperate with County for any data/ statistical information that related to services that are required to meet mandated reporting requirements, including reporting data for the federal grant.
- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
 - MHSA reporting requirements include the following:
A quarterly Progress Report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

- The targeted number of individuals, clients, and families to be served in each reporting quarter.
- The total number of individuals, clients, and families to be served in each reporting quarter.



- The final Quarterly progress Report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year.
- The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.

The Contractor shall also:

- Holistic Approach- services will be designed to support the whole person can attain the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of “at home” and “out of trouble: through personal responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensure services will be culturally competent and culturally responsive.
- All staff will receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:

- Basic knowledge of mental disorders
- Counseling skills:
 - Motivational Interviewing
 - Recovery philosophy and services
 - Understanding Schizophrenia
 - Understanding Depression
 - Working with the multiple diagnosed individual
 - Principles of Substance Abuse
 - Medication usage
 - Working with individuals that have a severe personality disorder
 - Communication skills
 - Therapeutic exercises
 - Leisure time usage
 - Handling suicide threats or actions
 - Crisis management
 - Discharge planning
 - Knowledge of community services and resources
 - Principles of good nutrition including:
 - Proper food preparation and storage
 - Menu planning

V. Other Requirements for all Programs



1. Stabilization Funds:

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview

Stabilization funds are intended to support activities and basic life needs directly related to the FACT and/or MHSA wraparound (for children/juveniles) and ACT (for adults) programs. The purpose of the stabilization funds are to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the goals and outcomes developed by the wrap or ACT team. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to wraparound or ACT programs.

Contractor shall abide by the following allowable costs guidelines:

Allowable costs are those directly related to meeting a clients planned goals and outcomes. They may include, but are not limited to, the following:

<ul style="list-style-type: none">• Auto Repair/Maintenance• Childcare• Child participation in sport or activity• Client transportation• Clothing assistance• Dental Care/Treatment• Emergency and Temporary shelter	<ul style="list-style-type: none">• Family Activity• Food• Hygiene assistance• Housing assistance• Job placement• Medical Care/Treatment• Supplies for celebrating an achievement
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Procedures

- All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A).
- All requests will be signed by Contractor’s Director (or his/her designee) prior to payment, for final authorization.
- Expenditure will be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County Behavioral Health Department.
- Once services have been rendered, receipts will be retained in contractor files.

Grant/Funding Authorization

Stabilization/Flexible Funding is authorized by MHSA Plan. Expenditures for flexible funding must be included in costs such that Contractor does not exceed CMA.

2. Outcome Measures:

It is expected services provided under this Agreement to meet the following outcome objectives:



Providence Center and Catherine Lane

- Decreased utilization and minimization of acute psychiatric inpatient hospitalization by clients.
- Decreased utilization of client of locked residential care facilities
- Decreased client involvement with justice system for clients
- Decrease in number of days of homelessness
- Increase the number of days employed over the prior twelve month period.
- Increase the utilization of supported housing.
- Assist County in reducing utilization of IMD (Institute of Mental Disease).
- Families and caregivers are supported.

The Contractor shall provide a written summary on a quarterly basis the following outcomes, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:

1. Days of homelessness
2. Days of psychiatric hospitalization
3. Days of employment
4. Days incarcerated in jail
5. 5150 assessments by Nevada County Crisis Team, at ER and other settings

The Contractor will provide an additional annual summary yearly by April 1st of the following:

6. Level of Care:
 - a. categories of living independently with daily medication deliveries
 - b. living independently without daily medication delivery
 - c. Board and Care
 - d. IMD
 - e. Odyssey House
7. Changes in MORs ratings as average across clients, beginning at onset of treatment as first comparison, rather than 12 months prior to treatment

3. Medi-Cal Certification and Goals:

Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

Contractor shall maintain productivity standards sufficient to generate revenue as specified in contract.

Objective a. Contractor shall meet a minimum productivity standard of 65% of billable time for hours worked.



- Objective b. Contractor's shall have the goal of: Providence Center 90% of all clients being served as being Medi-Cal eligible; Catherine Lane 100% of all clients Medi-Cal eligible
- Objective c. Contractor shall have less than 5% denial rate for all billed and audited services.
- Objective d. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective e. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

4. Documentation

- Assessment, Authorization of Services, Client Plan, Progress Notes—will be prepared and maintained in accord with County procedures as well as state and federal requirements and submitted by Contractor to County upon request. For services which must be authorized by County, Contractor shall submit Request for Authorization and other required documentation prior to rendering such services. County or County designee will review for authorization and communicate in writing or by E-mail the results within 5 calendar days to the provider, in accordance with applicable regulations.
- Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff will be contacted and consulted immediately within 24 hours at the latest.
- Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance with MHSA reporting requirements.
- Contractor shall attend MHSA CSS/PEI Subcommittee Meeting and MHSA Steering Committee Meetings.
- Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet mandated reporting requirements.
- Comply and cooperate with County in the transition from ICD-9 to ICD-10 and from DSM IV-TR to DSM-5 Codes. County will make training available to Contractor.
- Complete required reporting forms.
- Ensure that services are provided to eligible populations only



- Maintain effective program planning
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
 - MHSa reporting requirements include the following:
 - A quarterly Progress Report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:
 1. The targeted number of individuals, clients, and families to be served in each reporting quarter.
 2. The total number of individuals, clients, and families to be served in each reporting quarter.
 3. The final Quarterly progress Report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year.
 4. The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.

Full Service Partnership Contractors shall submit Full Service Partnership Performance Outcome Data through the Data Collection and Reporting System (DCR). The contractor shall conduct a Partnership Assessment of the client at the time the full service partnership agreement is created between the Contractor and the client, and when appropriate the client's family. The contractor shall collect information as appropriate including, but not limited to:

1. General administrative data.
2. Residential status, including hospitalization or incarceration.
3. Education status.
4. Employment status.
5. Legal issues/designation.
6. Sources of financial support.
7. Health status.
8. Substance abuse issues.
9. Assessment of daily living functions, when appropriate.
10. Emergency interventions

The Contractor shall collect the following key event data:

1. Emergency interventions.
2. Changes in:
 - Administrative data
 - Residential status.
 - Educational status.
 - Educational status.
 - Employment status.
 - Legal issues/designation.



The Contractor shall review and update, through the Quarterly Assessment the following information:

1. Educational status.
2. Sources of financial support.
3. Legal issues/designation.
4. Health status.
5. Substance abuse issues.

All Full Service Partnership Data Collection Requirements-Partnership Assessments, Key Event Data, Quarterly Assessments shall be entered into the DCR system within 60 days of collection.

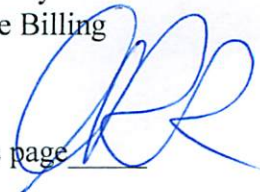
- Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care.
- Holistic Approach- services will be designed to support the whole person can attain the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of “at home” and “out of trouble: through personal responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensure services will be culturally competent and culturally responsive.

DCR Data Quality Metrics

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

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

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing



System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and curves, positioned over the text 'Contractor approves this page'.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
TURNING POINT COMMUNITY PROGRAMS, INC.

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$2,566,667 for the period of July 1, 2018 through June 30, 2019.

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

Service and Rate Table	
Type of Service	Interim Rate
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.02
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Annual Billable Svc \$	2,281,767
Target Annual Billable Units	891,185
Target Monthly Billable Svc \$	190,147
Target Monthly Billable Units	74,265
Target Annual Non-Billable Svc \$	284,900
Target Annual Non-Billable Units	141,040
Target Monthly Non-Billable Svc \$	23,742
Target Monthly Non-Billable Units	11,753
Total Contract Amount	2,566,667

Billing and Service Documentation

The table above shows the expected number of billable units and revenue to be produced under this contract. Interim Payment rates shall be at the County Maximum Allowance (CMA) rate or Negotiated Rate effective on the day the service is rendered (current interim rates are listed in the table above). Negotiated Rate shall apply only if the Contractor already has a State Department of Health Care Services (SDHCS) approved negotiated rate in



County for the specific services to be provided. Interim Rates are subject to the Settlement provisions below for both billable and non-billable services.

Non-Billable services under this contract include Jail mental health services and/or MHSA Client Support and Client Participation services (service codes 120 and 121). Any other reimbursable non-billable services must be approved by the County Director of Mental Health.

The County and Contractor will periodically review the units of time for Medi-Cal services submitted through this Contract, and at the discretion of the Director of Behavioral Health, and then as mutually agreeable the parties will renegotiate the Agreement if either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or if the proportion of Medi-Cal/Billable units to total units of service fall below the 80% target for Catherine Lane and 85% target for all other programs.

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

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

Contractor shall submit a monthly invoice with detail and summary of billings/services, for services provided during the prior month. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice will identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County.

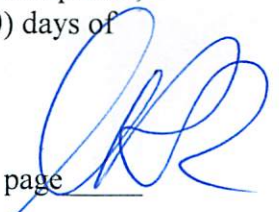
Contractor shall remit payment to the County in the amount of 2.0% of the total amount of each monthly invoice. This payment shall be for the County monitoring fee.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per client.

Contractor shall submit invoices and reports to:

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

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



Cost Settlement

Contractor will submit an annual Cost Report on the State mandated forms—in compliance with the State Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause—at its discretion, County will provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or SDHCS County Maximum Allowance (CMA).

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Settlement amount will be net of rental income. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

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

Records to be Maintained:

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



ATTACHMENT "A"

NEVADA COUNTY BEHAVIORAL HEALTH

STABILIZATION FUNDING REQUEST FORM

Person Making Request: Name: _____

Agency: _____

Date of Request: _____

COUNTY VENDOR I.D. NO. _____

Payment To: _____

Name: _____

Phone: _____

Address: _____

FAX: _____

Description of Services Covered by Payment:

Date Funds are Needed by Participant: _____

Program (check one): FACT Children's FACT Adult MHSA Children's MHSA Adult

Payment For: (Participant(s) Name) _____

Payment Totals: \$ _____

Payment Method Credit Card \$ _____

Check/Warrant \$ _____

Paid Directly by Contractor \$ _____

GRAND TOTAL: \$ _____

PURCHASE APPROVED BY

Executive Director Signature _____

Date: _____



ATTACHMENT "B"

	Total	Providence	Catherine	IST	Shelter Services
Revenue					
Revenue - Nevada Co.	2,470,561	1,714,313	299,659	323,715	132,874
Revenue - County Mode 60	96,106	45,919	50,187	-	-
Total Revenue	2,566,667	1,760,232	349,846	323,715	132,874
Expenses					
Personnel					
Salaries - Management	115,208	115,208	-	-	-
Salaries - Treatment	1,021,325	600,958	172,879	179,805	67,683
Salaries - Office	118,434	118,434	-	-	-
Member pay	6,914	6,914	-	-	-
Vacation/holiday	50,199	33,384	6,915	7,192	2,707
Retirement benefit	38,601	25,990	5,186	5,394	2,030
Benefit credit	149,771	109,607	11,453	8,694	20,016
Payroll tax - fica-medicare	98,431	66,273	13,225	13,755	5,178
SUI	10,293	6,931	1,383	1,438	541
Worker compensation insurance	105,589	16,938	38,068	35,679	14,904
Physician	147,554	147,554	-	-	-
On-call/Overtime	24,805	24,805	-	-	-
Total Personnel	1,887,123	1,272,994	249,110	251,959	113,060
Operating Costs					
Therapy Consultants	2,000	2,000	-	-	-
Other consultants (Transcription/IT)	5,180	5,000	180	-	-
Training	3,326	3,326	-	-	-
Medical supplies	953	953	-	-	-
Program Supplies	2,626	2,626	-	-	-
Books, dues, and subscriptions	440	440	-	-	-
Expensed Furniture-Office	3,825	2,165	1,060	-	600
Expensed tools & equipment	8,537	7,172	1,365	-	-
Software License, Support & Upgrades	10,639	9,296	1,343	-	-
Equipment <= 1 & 5 thousand	6,425	3,881	394	-	2,150
Equipment rental	2,360	2,238	122	-	-
Equipment repair and maint	1,510	1,510	-	-	-
Vehicle repair and maintenance			-	-	-



	3,625	3,625			
Vehicle fuel			-	-	-
Facility repair & maintenance	4,350	4,350			
Security	2,899	2,523	376	-	-
Maintenance	1,900	1,700	200	-	-
Storage rent	4,809	3,718	1,091	-	-
Building rent	1,405	1,405			
Utilities	105,494	70,494	25,000	10,000	-
Telephone	4,753	2,195	2,558	-	-
Insurance	43,705	26,500	8,292	7,798	1,116
Employee mileage	16,488	13,062	2,246	1,180	-
Travel	47,580	35,664	3,100	7,231	1,585
Office expenses	1,818	1,818			
Contract Monitoring Fees	9,301	7,027	2,074	-	200
Employee hiring	41,917	29,037	6,949	5,931	-
Employment advertising	2,317	2,000	200	117	-
Depreciation	640	425	102	112	-
Note Premium	6,052	6,000	52	-	-
Acquisition Costs Amortization	1,500	-	1,500	-	-
Delivery expense	167	-	167	-	-
Total Operating Costs	1,906	1,800	71	35	-
Allocated Costs	350,446	253,951	58,441	32,404	5,651
Indirect Administrative					
Total Allocated Costs	297,074	204,572	42,508	35,831	14,163
Client Support Expense	297,074	204,572	42,508	35,831	14,163
Client Special Events					
Client Groceries	3,000	3,000			
Flex Funds	14,225	2,155	12,070		
Furniture & Other Household-Client	3,521	-	-	3,521	
Facility repair & maintenance-Client	3,544	2,680	864		
Client Deposits-MHSA	6,130	3,990	2,140		
Master Lease Rent	2,240	2,240			
Permanent Housing Rent	41,875	17,201	24,674		
Motel/Hotel Vouchers	3,029	3,029			
Utilities-Client	3,090	3,090			
	12,496	3,126	9,370		

Telephone-Client	1,848	889	959	-	-
Client Housing-Insurance	1,824	1,715	109	-	-
Client-Other Purchased Supports	2,801	2,801	-	-	-
Total Client Support Expense	99,624	45,916	50,187	3,521	-
Total Expenses	2,634,267	1,777,433	400,246	323,715	132,874
Revenue - rents	(67,601)	(17,201)	(50,400)	-	-
Total Net Expenses	2,566,667	1,760,232	349,846	323,715	132,874

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

Sections 35 through 37 are hereby added to read as follows:

35. Laws, Statutes, and Regulations:

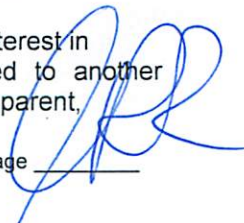
A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.

B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

- (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Agreement shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.
- (b) Disclosures to be provided:
1. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 2. Date of birth and Social Security Number (in the case of an individual).
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
 4. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent,



child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:

- i) Upon the provider or disclosing entity submitting the provider application.
- ii) Upon the provider or disclosing entity executing the provider agreement.
- iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
- iv) Within 35 days after any change in ownership of the disclosing entity.

II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:

- i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
- ii) Upon the fiscal agent executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the fiscal agent.

III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
- ii) Upon the managed care entity executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the managed care entity.

IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

36. Client/Patient Records:

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

A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives.

County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

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

D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

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

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

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

organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.

J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

37. 42 C.F.R. Laws and Regulations: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:

- (a) 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.
- (b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.

B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

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

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) 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 Agreement.
- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

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

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing agreement with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Agreement; or
- (c) May not renew or otherwise extend the duration of an existing agreement with Contractor unless the Secretary provides to the State and to Congress a written statement describing

compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

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

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

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

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

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

D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].

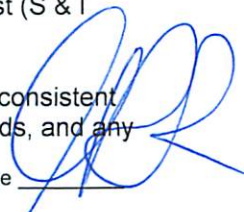
E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:

- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- The availability of assistance to the beneficiary with filing grievances and appeals.
- The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

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

Consistent with the requirements of 42 C.F.R. §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), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any



such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

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

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the bottom, positioned over the signature line.

EXHIBIT "D"

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

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

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

Contractor agrees to:

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



6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

