



# RESOLUTION No. 23-306

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH AUBURN COUNSELING SERVICES, INC., FOR THE PROVISION OF PHONE TRIAGE SERVICES FOR THE NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT; REGIONAL TELEPHONE TRIAGE SERVICES FOR OTHER COUNTIES' ADULT SYSTEM OF CARE AND CHILDREN'S SYSTEM OF CARE (CSOC); NEW DIRECTIONS PROGRAM SERVICES, AS WELL AS PATIENTS' RIGHTS, QUALITY ASSURANCE SERVICES, PERSONAL SERVICES COORDINATION, AND MENTAL HEALTH THERAPY IN THE JAIL IN THE MAXIMUM AMOUNT OF \$1,542,197 FOR FISCAL YEAR 2023/24**

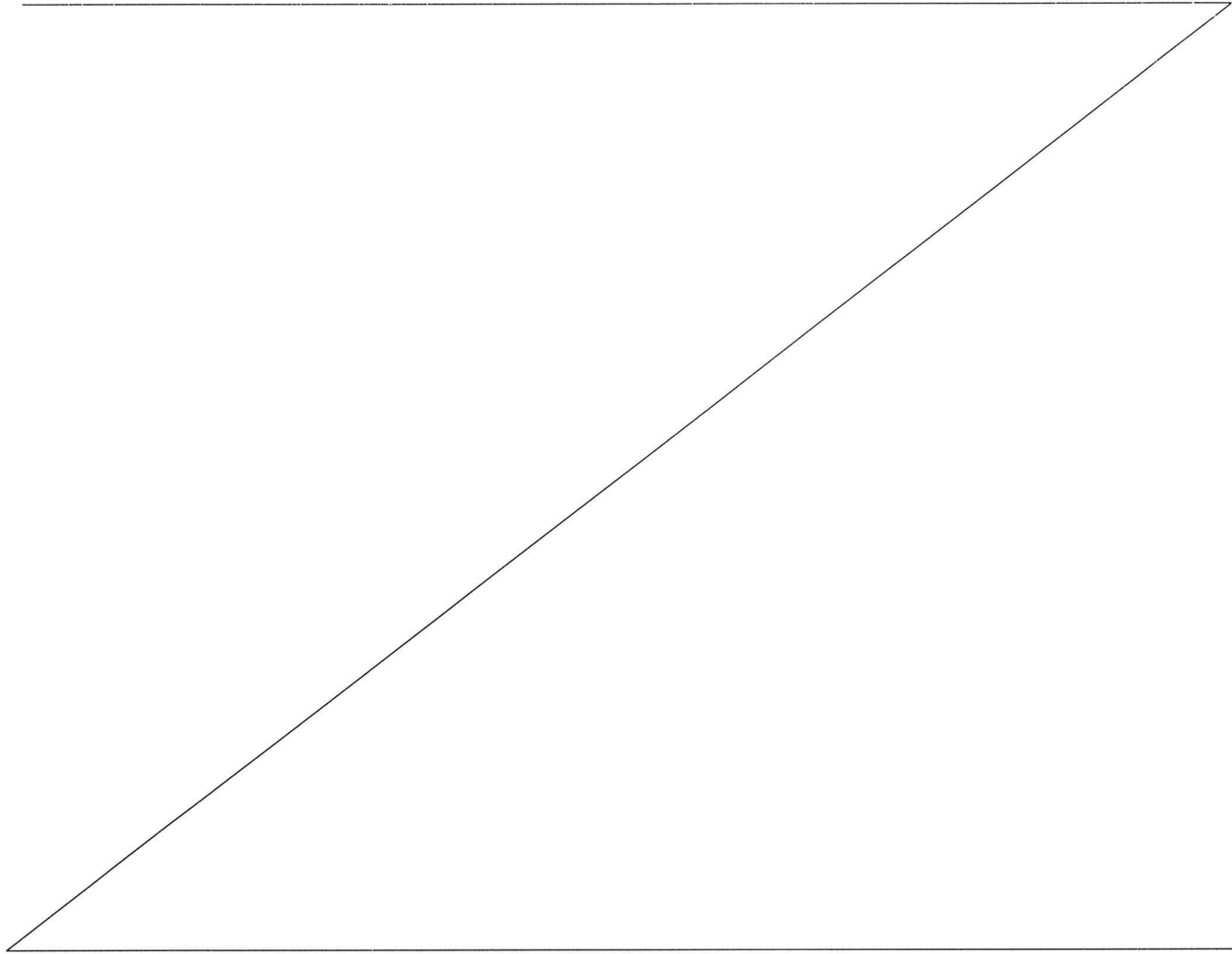
WHEREAS, under this Agreement, the Contractor will provide Phone Triage Services for the Nevada County Behavioral Health Department; Regional Telephone Triage Services for Placer, El Dorado, Sierra, and Plumas Counties' Adult System of Care and Children's System of Care (CSOC); personal service coordination; mental health therapy in the jail; New Directions Program Services, as well as Patients' Rights and Quality Assurance Services; and

WHEREAS, the Contract also provides for case management, plan development, collateral and rehabilitation mental health services (as defined by California Code of Regulation, Title 9), as well as adult education classes for County clients in the New Directions Behavioral Health Program; and

WHEREAS, this Contract serves the needs of the mentally ill by having a phone triage line in Nevada County, along with ensuring that the County meets state mandated programs for clinical supervision, patient rights advocacy and quality assurance.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County of Nevada and Auburn Counseling Services, Inc., pertaining to the provision of Phone Triage Services for the Nevada County Behavioral Health Department; Regional Telephone Triage Services for Placer, El Dorado, Sierra and Plumas Counties' Adult System of Care and Placer County's Children's System of Care (CSOC), Personal Services Coordination; Mental Health Therapy in the jail; New Directions Program Services, as well as Patients' Rights and Quality Assurance Services for the contract term of July 1, 2023, through June 30, 2024, in the maximum amount of \$1,542,197 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada. The contract is contingent upon the adoption of the Fiscal Year 2023/24 County Budget. The contract begins on July 1, 2023.

Funds to be disbursed from accounts: 1589-40110-493-8505/521520; 1589-40103-493-1000/521520; 1589-40110-493-8301/521520; 1512-40110-493-1000/521520; 1589-40105-493-7831/521520; 1589-40104-493-1000/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27<sup>th</sup> day of June, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/27/2023 cc: BH\*  
AC\* (Hold)

7/03/2023 cc: BH\*  
AC\* (Release)

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

**Contract No.** RES 23-306

**Contract Description:** Phone Triage Services; Regional Telephone Triage Services for Placer, Plumas, Inyo, Sierra, and El Dorado County, New Directions Program Services; Patients' Rights and Quality Assurance Services, Care Coordination, and Jail Based Mental Health Services.

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

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of June 27, 2023 by and between the County of Nevada, ("County"), and Auburn Counseling Services, Inc. D/B/A Communicare ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Million Five Hundred Forty Two Thousand One Hundred Ninety Seven Dollars (\$1,542,197).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

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

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

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

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

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

23. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled

or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

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

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

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



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

32. **Additional Contractor Responsibilities**

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

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

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department		Auburn Counseling Services, Inc. D/B/A Communicare	
Address:	500 Crown Point Circle, Suite 100	Address	11879 Kemper Rd. # 2
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Auburn, California 95603
Attn:	Cari Yardley	Attn:	Ben Lopez, LCSW
Email:	Cari.Yardley@nevadacountyca.gov	Email:	acs4ben@gmail.com
Phone:	(530) 470-2559	Phone:	(530) 305-1564

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

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

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

**COUNTY OF NEVADA:**

By: Edward C. Scofield Date: 06/27/2023

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

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

**CONTRACTOR:** **Auburn Counseling Services, Inc. D/B/A Communicare**

By: Ben Lopez Date: 06/20/2023  
Ben Lopez (Jun 20, 2023 14:23 PDT)

Name: Ben Lopez

\* Title: Director

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

**Exhibits**

**Exhibit A: Schedule of Services**

**Exhibit B: Schedule of Charges and Payments**

**Exhibit C: Insurance Requirements**

**Exhibit D: Behavioral Health Provisions**

**Exhibit E: Schedule of HIPAA Provisions**

**Summary Page**

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE**

**STATEMENT OF PROGRAM PURPOSE:**

This contract serves the needs of the mentally ill by having a Phone Triage line in Nevada County, as well as for other counties, along with supporting the County to meet other state mandated programs for clinical supervision, patient rights advocacy, and mental health treatment.

I. **CONTRACTOR RESPONSIBILITIES:**

As more fully set forth herein, Contractor, in conjunction with Behavioral Health staff, shall continue to implement and monitor a Crisis Triage Program, including a Regional Telephone Triage Service for Placer County, El Dorado County, Sierra County, and Plumas County; develop, implement, and monitor County mandated needs for clinical supervision, patient rights advocacy, care coordination and a jail therapist. The Contractor shall meet all requirements in 1810.405 of Title IX, California Code of Regulations as it pertains to beneficiaries accessing specialty mental health services. Additionally, Contractor will provide telephone answering services for after-hours Placer County CSOC Child Welfare Services referrals and emergency calls. In no event shall Contractor provide triage services or otherwise be responsible for the intake and/or screening of after-hours CSOC Child Welfare Services referrals and/or child welfare emergency calls, and shall only act as a telephone answering service for the purpose of answering and transferring after-hours CSOC Child Welfare Services callers making child abuse, neglect, sexual exploitation/trafficking reports, or other emergency child welfare services calls, to the designated Placer County CSOC CWS after-hours social worker.

II. **STAFFING PLAN AND QUALIFICATIONS:**

A. Program Director:

Program Director shall be a Licensed Clinical Social Worker, Marriage Family Child Counselor, Licensed Psychologist, or Registered Nurse with 5 years' experience in community mental health and three years administrative or management experience. Program Director shall be responsible in this contract for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance. The Program Director shall be available to meet with the Program Manager in scheduled meetings and clinical consultation as needed. All contacts occurring between the Program Director and Program Manager shall be documented.

B. Program Manager:

Program Manager must be a licensed or licensed eligible mental health professional with five years' experience in community mental health services. Another qualifier would be an individual with a graduate level degree in Public Service and Administration and 5 years of experience in Administrative Management of Mental Health Services. The Program Manager is to meet on a scheduled basis with the Program Director and to confer as necessary on clinical issues specific to phone services. Program Manager shall, under the direct supervision of the Program Director and

commensurate with scope of practice, provide supervision for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance. The Program Manager will be responsible for providing on the job training as well as arranging for the In-service Program.

C. Phone Triage Staff:

The minimum qualifications for Phone Triage staff shall be: Mental Health Rehabilitation Specialist – an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post-associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting.

D. Patients' Rights Advocate:

Patients' Rights Advocate shall meet the minimum qualifications set forth by the County for the position. Contractor shall provide administrative oversight of satellite employees, including providing necessary pre-employment background checks, new-employee training specific to Contractor, and any annual trainings as identified by contractor. Performance evaluations shall be provided by Contractor in conjunction with county supervisor, and regular feedback should occur between Contractor and appointed County supervisor to address any performance or personnel issues

E. Satellite Employees

Satellite employees shall meet the minimum qualifications set forth by the County for the position. Contractor shall provide administrative oversight of satellite employees, including providing necessary pre-employment background checks, new-employee training specific to Contractor, and any annual trainings as identified by contractor. Performance evaluations shall be provided by Contractor in conjunction with county supervisor, and regular feedback should occur between Contractor and appointed County supervisor to address any performance or personnel issues.

III. STAFF TRAINING:

A. Phone Triage:

1. Phone Triage staff will receive training within 15 days of hire, including:
  - a) SmartCare: learning to navigate the Electronic Health Record, and all functions related inquiry, crisis calls, and screening tools.
  - b) Specific training on how to use and interpret the following screening tools: BQUIP for SUD access, and the Youth and Adult Universal Screening Tools for Mental Health access.
  - c) Dispatch process for mobile crisis (as of 1/1/2024)
2. Phone Triage staff shall have a minimum of 40 hours per year of training specific to crisis assessment, response, and intervention, including the following topics:
  - a) Crisis screening
  - b) Crisis theory and principles of crisis management
  - c) Basic suicidology, including assessment and intervention strategies

- d) Victimology, including assessment of victimization and risk of assaulting others
  - e) Legal/Ethical issues
  - f) Community resources
  - g) Record system and program policies
  - h) Consultation process
  - i) Cultural Competency
  - j) Voluntary and involuntary hospitalization criteria and procedures
  - k) Psychopathology, psychiatric diagnosis, psychotropic medications, and substance abuse
3. All in-service training shall be documented for each employee, and records must be maintained and submitted to the county upon request. In-service trainings may be provided through video presentations, classroom instruction, oral presentations, audiovisual presentations, audio tape presentations, or performing the duties under the direct supervision of an instructor.
- B. Patient's Rights Advocate:
- 1. Contractor will provide administrative oversight of PRA, including HR support, and training specific to on-boarding and annual trainings required by Contractor.
  - 2. County will provide trainings specific to job duties and the NCBH system of care.
  - 3. PRA will participate in local, regional, and statewide trainings and workgroups as applicable.
- C. Satellite positions:
- 1. Contractor will provide administrative oversight of each satellite employee, including HR support, and training specific to Contractor required at on-boarding and annually.
  - 2. County will provide training specific to the job duties.
  - 3. County and Contractor will work together to provide supervision and support to the satellite employee.

IV. NEVADA COUNTY PROGRAMS:

A. Phone Triage:

Triage staff shall be responsible for answering all calls forwarded to facility by County. Staff shall evaluate each call to determine if the caller is in crisis, calling to request a service, or calling for some other reason. Triage staff shall connect the caller to crisis services if appropriate, complete the SUD and/or Mental Health screening tools as appropriate, provide mental health rehabilitation services as appropriate; and provide information, education, and/or consultation as needed. Triage staff shall document all requests for service, crisis calls, and inquiries in SmartCare, or the county designated system. Triage staff shall enter a service note in SmartCare for access and crisis calls, as well as the appropriate Z code. Documentation shall meet Medi-Cal, Medicare, and Nevada County Behavioral Health requirements for all calls.

1. Crisis Phone Triage Services:

Crisis Phone Triage Service shall respond to all crisis line [i.e., (530) 265-5811] telephone calls 24 hours/day, 365 days/year. Crisis Phone Triage Services shall:

- a) Evaluate each call to determine if call is an emergency and should be connected to crisis services. Crisis services may include requesting the mobile crisis team, referring a client to the crisis stabilization unit, or calling law enforcement for a welfare check with the Crisis Response Team.

- b) After 1/1/2024, based on Crisis Phone Triage Service Staff's evaluation of the situation, Crisis Phone Triage Services will initiate dispatch of the mobile crisis team as appropriate.
  - c) Provide information, consultation, and education for clients by phone as appropriate.
  - d) Provide mental health rehabilitation services by phone as appropriate.
  - e) Relay any pending emergency situations to Nevada County Behavioral Health Hospital Liaison, Clinical Supervisors, or Program Managers. If the call takes place during business hours, notification should be relayed on the same day. If the call occurs during non-business hours, notification shall occur by 9am on the following business day.
  - f) Complete documentation of the crisis calls, including a statement of the crisis, client disposition, interventions provided, and safety plan or next steps. Documentation must be completed in SmartCare or other county designated location and comply with Medi-cal and County Behavioral Health standards. Documentation in SmartCare must include a service delivery note and applicable Z code.
2. Access Line Phone Services:
- Contractor shall operate a 24/7 Access Line for individuals seeking treatment, or for family/friends/support persons of a potential client. Access phone requests are received through the two Access lines: (530) 265-1437 or (888) 801-1437. Nevada County business hours are Monday-Friday 9am to 5pm. The contractor shall cover all non-business hours, including nights, weekends, and holidays. The contractor shall also cover business hours when NCBH staff are not available to take such calls. Phone Triage Staff shall:
- a) Document all calls in SmartCare or other county designated location. Documentation must meet Medi-Cal and County Behavioral Health requirements.
    - 1) All requests for service must be documented as an Inquiry in SmartCare and include the following steps:
      - (i) Request: Start Services (new Client)
      - (ii) Verify Medi-Cal (Inquiry: Insurance tab)
      - (iii) Basic Demographics (client identifiers) (Inquiry: Demographics tab)
      - (iv) Create a client ID (Link/Create Client button)
        - a. If an existing client is requesting a new service, link the use the *Link* function to connect the inquiry to the existing client
      - (v) Include referring agency information if applicable
      - (vi) Documentation of discussion of alternative resources when caller is not a Medi-Cal beneficiary.
      - (vii) Completion of appropriate screening tool when caller is a Nevada County Medi-Cal beneficiary: BQUIP for SUD, Adult Universal Screening Tool or Youth Universal Screening tool for Mental Health
      - (viii) Completion of a service delivery note and appropriate Z code
      - (ix) Notification to the appropriate NCBH system of care via SmartCare.
  - b) Take after-hours business calls related to urgent situations involving clients in Permanent Supportive Housing or other Behavioral Health supported housing and those participating in New Directions. For calls identifying a facility related need that must be addressed immediately (e.g., flooding), or an interpersonal need that must be addressed immediately (e.g., conflict at risk of escalating), contact the BH Case Management Supervisor, the Nevada County Housing Resource Manager, or the Adult Behavioral Health Program Manager via cell.

B. Patients' Rights Advocate:

Contractor shall provide personnel to provide Patients' Rights Advocate duties pursuant to Welfare and Institution Code §5520 and Mental Health Service Act (MHSA) Issue Resolution Process: Each local mental health director shall appoint, or contract for services of, one or more county patients' rights advocates (based on county population). The duties of an advocate shall include, but not necessarily be limited to the following:

1. To receive and investigate complaints, (e.g. Appeals and Grievances) from or concerning recipients, or prior recipients, of mental health services.
2. To represent a client's interests, as defined by the client, as long as those interests are within the bounds of law and achievable within the resources of the advocate.
3. To monitor mental health services and programs for compliance with statutory and regulatory patients' rights provisions.
4. To provide training and education about mental health law and patients' rights to Behavioral Health providers.
5. To ensure that recipients of mental health services in licensed health and community care facilities are notified of their rights.
6. To exchange information and cooperate with the Office of Patients' Rights (a portion of Disability Rights of CA), which has contracted with the Department of Mental Health to provide technical assistance and training to county advocates.
7. To receive and investigate complaints regarding inappropriate use of MHSA funds.
8. To receive and investigate complaints regarding inconsistency between approved MHSA plan and implementation.
9. To receive and investigate complaints regarding Nevada County Community Program Planning Process.
10. To participate in the 5150 Hearing Certifications or Writ of Habeas Corpus Hearings as requested by the client or client representative.

At this time, the Patients' Rights Advocate services shall average approximately fifteen (15) hours a week of services for the Behavioral Health Department.

The Patients' Rights Advocate is a mandated position through Title IX, designated by and responsible to the local county mental health director. Also, the Patients' Rights Advocate is to provide the process for addressing issues, complaints, and grievances regarding MHSA planning process. Contractor's assigned Patients' Rights Advocate staff responsibilities shall include the following:

1. Help ensure the statutory and constitutional rights of persons identified as mental health clients – these rights are in Nevada County Behavioral Health (NCBH) policies, procedures, and the Guide to Medi-Cal Mental Health Services, the Welfare and Institutions Code and Federal laws.
2. Follow guidelines NCBH has established to work out problems about issues related to the specialty mental health services a beneficiary may be receiving (please see most recent Guide to Medi-Cal Mental Health Services). This may involve The Appeal Process, standard and expedited; The State Fair Hearing Process, standard and expedited; and the Grievance Process (including Discrimination grievances). Additionally, follow Nevada County MHSA Issue Resolution Process document.
3. Respond to complaints regarding the provision of mental health services from members, their representatives or family members.

4. Assure notices are posted at all NCBH offices and MHP provider sites explaining BH Consumer Rights and the Problem Resolution procedures to ensure that the information is readily available to both beneficiaries and provider staff.
5. Assure Consumer Rights/Problem Resolution brochures, with Grievance and Appeal forms and self-addressed envelopes, are available for beneficiaries to pick up at all MHP provider sites without having to make a verbal or written request.
6. Receive and investigate complaints (Grievances/Appeals) from or concerning recipients of mental health services. A beneficiary may file a grievance or appeal orally. An oral appeal must be followed-up with a written, signed appeal.
7. Give Behavioral Health clients reasonable assistance in completing grievance or appeal forms and in completing the process. This would include going to any hearing on their matter, if they should desire.
8. Ensure that individuals who make decisions on grievances and appeals are not involved in any previous level of review or decision-making; and who are health care professionals who have the appropriate clinical expertise.
9. Ensure Grievances and Appeals are resolved within mandated timelines.
10. Maintain a confidential Grievance/Appeal Log on the county computer "H" drive, for view only by people authorized by the NCBH Director. This Log contains, at least, the name of the beneficiary and person making initial contact; the date of receipt of the grievance/appeal; the nature of the problem; documentation of written acknowledgement to the beneficiary regarding receipt of each grievance or appeal; and documentation re notifying the beneficiaries or their representative, in writing, of the grievance or appeal disposition/resolution.
11. Include in written dispositions the results of the resolution process and the date it was completed. For Appeals, or if a Grievance was not completed according to the mandated timeline, the disposition letter must state that the beneficiary has the right to request a State Fair Hearing, if dissatisfied, and tell how to do so.
12. Keep an All-Call Log on the "H:" drive that contains a more detailed compilation of the complete Grievance and Appeal process. The Patients' Rights advocate keeps the physical paper Log which includes written documents, letters, etc., and also Information/Referral calls or contacts.
13. Acknowledge the receipt of each grievance and appeal to the beneficiary in writing, within the required timelines.
14. Represent a client's interests, as defined by the client.
15. Promote and represent the Behavioral Health clients' rights and expressed interests. Advocates do not determine what is in the client's "best interests." Rather, the advocate will discuss available options with the client and assist the client in making an informed choice if desired.
16. Provide information/Referral services to clients when requested.
17. Conduct a Supply Review at NCBH sites and provider sites at least twice yearly to assure the appropriate English and Spanish Posters and Consumer Rights/Problem Resolution Brochures (with Grievance/Appeal forms and self-addressed envelope) are accessible and restock the supply as needed.
18. Report results (e.g., any deficiencies and the restocking of brochures) of the twice-yearly Supply Reviews to the Quality Assurance Officer.
19. Provide a report to the Quality Assurance Officer showing the statistics on Patients' Rights contacts for each fiscal year on a six- and twelve-month basis, indicating the type of call (i.e., Grievance, Appeal, non-Grievance/Appeal, and Information/Referral) and how long it took to resolve any Grievance or Appeal to assure mandated timelines were met.



For Quality Assurance, duties include:

1. Verify and conduct exclusion checks of the NCBH individual providers' licenses twice yearly (e.g., June and December). This involves checking the current Medi-Cal Suspended and Ineligible Provider list, The CA Dept. of Consumer Affairs verification lists for Behavioral Sciences and Psychologists, and the Federal Exclusion List of the Office of Inspector General, U.S. Dept. of Health and Human Services.
2. Notify the Quality Assurance Manager if someone is found to be out of compliance with Medi-Cal, Consumer Affairs, or the Federal exclusion list.
3. Notify said person, ask them to do what is necessary to get off the list so they can continue working with NCBH clients.

C. Satellite employees

1. New Directions Staff

- a) Contractor shall provide staff trained in both adult education and case management and provide these services at the Behavioral Health office in Grass Valley. The staff shall provide case management, plan development, collateral, and rehabilitation mental health services (as defined by California Code of Regulation, Title 9), as well as adult education classes for County clients in the New Directions Behavioral Health Program. Services shall be provided based on established medical necessity and authorization policies carried out by the County and these services shall address behavioral, emotional, and functional impairments. This staff shall maintain at least an 80% productivity standard. All documentation shall be completed according to Medi-Cal requirements.
- b) The Contractor shall provide targeted peer counseling training classes. These classes and other adult education classes, including the performance objectives, methodology, and teaching plan, shall be reviewed with and approved by the County Program Manager. At least two (2) separate Peer Counseling Training series (of at least 24 weeks) shall be completed within the year. The staff shall provide four (4) hours per week of targeted training services to enable Peer Supporters to effectively provide crisis support, counseling, and rehabilitative services to individuals in the Insight Respite Center.
- c) The Contractor shall run Rehabilitation groups, which include peer counseling training, three (3) days per week, five (5) hours per day with a minimum of five (5) people attending groups. The Contractor shall facilitate the development of community service training where New Directions clients educate community partners one (1) time per quarter on issues related to mental illness, to include the goal of decreasing stigma about mental illness.

2. Jail-Based Therapist (1.0 FTE):

- a) The Contractor shall provide of a therapist at the Wayne Brown Correctional Facility to provide assessment and care coordination services.
- b) The contractor therapist shall:
  - 1) Be licensed through the California Board of Psychology or Board of Behavioral Sciences or be a registered intern that is able to collect professional experience required of these boards.
  - 2) Provide psychosocial assessment for those persons who screen as high-risk on the Brief Jail Mental Health Screen (BJMHS) or for those individuals referred for assessment by the jail medical provider.

- 3) Provide psychosocial assessments that are designed to evaluate the status of a participant's mental, emotional, or behavioral health. The therapist will utilize guidelines for the format of the assessment that is provided by the appointed Program Manager of the County. Assessments will be provided to the jail medical contractor upon the consent of the inmate.
  - 4) Collaborate with jail medical provider therapist on discharge planning, including designing a system for discharge that connects people with services in the community.
  - 5) Coordinate with NCBH or Health and Human Services Administration staff so that data on MI/SMI is collected and kept up to date for accurate reporting.
3. Behavioral Health Service Coordinator (1.0 FTE)
    - a) The service coordinator will provide services as part of the Behavioral Health service coordinator team.
    - b) The service coordinator provides Med-Cal billable case management and rehabilitative services to clients with mental illness or co-occurring Mental Health and Substance Use Disorders.
    - c) This position will provide a strength based, recovery-oriented approach that attempts to restore or improve functioning in the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas.
    - d) Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic.
    - e) The designated County Supervisor of Behavioral Health will direct day to day activities of this person, along with providing clinical oversight of the completion of work.
  4. Registered Intern Supervisor:
    - a) Provide individual and/or group supervision for registered MSW and other registered interns' hours toward licensure.
    - b) Provide regular updates to management regarding intern progress.
  5. Forensics Case Manager (1.0 FTE): July 1, 2023—September 30, 2023
    - a) Funding for this position will end September 30, 2023.
    - b) The 1.0 FTE forensics case manager will be funded from work in conjunction with staff of the Nevada County HOME team, Probation, and Public Defender's offices, and the Wayne Brown Correctional Facility.
    - c) This position will coordinate care of those in the jail needing assistance to link them with mental health and SUD services, physical health care, housing, and other critical services in the county.
    - d) This position has daily, or almost daily, communication, including maintaining a sound relationship, with mental health staff located in the jail.
    - e) This person also coordinates the delivery of mental health and SUD services through contact with staff from the County and its contractors, along with receiving regular clinical supervision from the County designee.
    - f) This position may also be from time to time have to back up staff of the County service coordinator team who are unable keep up in a high demand or staff shortage situation.

- g) Reporting: Forensics Case Manager must maintain data required for Mental Health Services Act (MHSA) funding, including demographics, numbers served, numbers of referrals, and linkages to treatment. Additionally, the Forensics Case Manager must contribute to an annual report narrative discussing the program outcomes, successes, and challenges.
6. Quality Assurance/Utilization Review (1.0 FTE): July 1, 2023—September 30, 2023
- a) Contractor shall provide personnel to deliver Quality Assurance/Utilization review services to NCBH. It is the policy of NCBH to have an ongoing Utilization Review process which assures consistency in the process of authorizing mental health services to Nevada County beneficiaries, in conjunction with NCBH Manager and Supervisors. Contractor shall provide Utilization Review Services which includes monitoring the flow of information between Nevada County Behavioral Health and its contractors. Contractor shall perform quality review and monitoring compliance activities in accordance with, but not limited to, regulations outlined by the Mental Health Plan, State Department of Health Care Services, County Policies, State Performance Contracts and Federal Rules and Regulations.

V. OTHER-COUNTY PROGRAMS:

A. Placer County

Program Description:

Auburn Counseling Phone Triage shall provide telephone triage and access services for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, Public Guardian (PG) referrals, Conditional Release Program (CONREP) calls, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, Substance Use Disorder (SUD) referrals for adults and behavioral health crisis referrals for adults, children, and youth. Additionally, Telephone Triage Services will be provided for the Children’s System of Care (CSOC) with regard to Mental Health and Substance Use Disorder referrals for children and youth

Auburn Counseling Phone Triage will also serve as a telephone answering service for after-hours Child Welfare Service (CWS) referrals and emergency calls, which shall be directed immediately to the after-hours Placer County CWS Social Worker who shall be responsible for the taking of any child welfare reports or emergency calls.

Auburn Counseling Phone Triage will also serve as a telephone answering service for the CSOC Wraparound program which shall be directed immediately to the after-hours Placer County CSOC Mental Health Social Worker who shall be responsible for triaging the Wraparound call for further services.

Auburn Counseling Phone Triage will also service as a telephone answering service for the CSOC Family Urgent Response Services (FURS) and those calls will be directed immediately to the CSOC Mental Health after hours supervisor for further triage.

In no event shall Auburn Counseling/Telephone Triage Services provide triage services or otherwise be responsible for the intake and/or screening of child welfare referrals and/or child welfare emergency calls, and shall only act as a telephone answering service for the purpose of

answering and transferring after-hours CSOC CWS callers making child abuse, neglect, sexual exploitation/trafficking reports, or other emergency child welfare services calls, to the designated Placer County CSOC CWS after-hours social worker.

Hours of Operation:

1. For ASOC, Telephone Triage Services shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement.
2. For CSOC (Mental Health or 5150 Crisis), Telephone Triage Services shall be provided 7 days a week, between the hours of 10:00 pm and 8:00am, including holidays, for the term of this Agreement.
  - a) Referrals after 10:00 p.m. and prior to 8:00 a.m., 7 days per week, or for the full 24 hours of each Placer County holiday, shall be referred to Placer County's CSOC FURS Supervisor on call as appropriate.

Responsibilities: The specific responsibilities of Auburn Counseling are as follows:

1. Receive all calls, collect intake information, and make assessment for appropriate referral to ASOC programs (APS, IHSS, Public Guardian, Mental Health, SUD, or behavioral health Crisis). • Referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) will be assessed and triaged and coordinated with others depending on the service requested or needed. For requests for mental health evaluations at the Placer County jails, efforts will be coordinated with ASOC After Hours on-call staff. For all requests for adult placement attempts into a 5150 designated facility by outlying entities (Sutter, Kaiser, etc), efforts will be coordinated through the Lotus Crisis Respite Provider (currently North Valley Behavioral Health) who will seek placement.. All calls or referrals relating to APS, IHSS, PG, CONREP and urgent SUD referrals shall be triaged with Placer County ASOC on-call lead staff.
2. County is in the process of developing a 24/7 Mobile Crisis Triage response system for children and adults with an estimated Go-Live date of January 1, 2024. County and Contractor will work collaboratively to ensure that CONTRACTOR roles are clear pertaining to 24/7 coverage once this system is operational.
3. Receive all calls, collect intake information, and forward appropriate referral to CSOC programs (CWS, Mental Health, SUD, FURS or 5150 Crisis). For CSOC Mental Health and 5150 crisis programs not involving CSOC CWS reports and/or CWS emergency calls, CONTRACTOR will also collect intake information.
4. Document all ASOC calls through utilization of the Placer County Electronic Health Record or Panoramic tracking systems. Placer County is in the process of transitioning to a new Electronic Health Record called SmartCare effective July 1, 2023. CONTRACTOR will ensure its employees are trained in SmartCare and that all necessary information will be entered into SmartCare. For Public Guardian calls after hours, staff will alert the after-hours on-call County supervisor, who documents in Panoramic.
5. Document all CSOC mental health, SUD, FURS or 5150 crisis calls received for non-urgent mental health services through utilization of the Placer County EHR system.
6. Check the EHR to verify if caller is an active client in ASOC program or whether client has mental health or SUD history. For APS/PG calls, Intake worker will check relative history in Panoramic.
  - a) If client is determined an active mental health or SUD client, Intake Worker shall leave a voice mail message for specific ASOC case manager with information on client's status

as well as complete any necessary assessment tools, such as the State Screening and Transition of Care tool or the Brief questionnaire for Initial Placement (BQUIP) .

- b) If client is determined an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status
7. For ASOC calls, Screen all APS, SUD, and mental health referrals to determine eligibility (Medi-Cal or third party insurance), and enter insurance information into Panoramic (APS) or SmartCare. For all IHSS applications, the Intake worker will refer the caller for Medi-Cal eligibility.
8. For non-CWS CSOC calls, screen all SUD, and mental health referrals to determine crisis status.
9. For non-CWS and non- FURS CSOC calls, contact the appropriate after-hours CSOC supervisor, if necessary, to coordinate the appropriate response and disposition.
10. For CSOC CWS or FURS calls, obtain necessary contact information of caller to allow a call back in the event of a disrupted call, and forward caller to the after-hours Placer County CSOC CWS after-hours social worker.
11. For ASOC calls, complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, SUD (i.e. ASAM), or 5150 Crisis.
12. For ASOC and CSOC mental health, SUD, and Mobile Crisis Triage calls, use the youth or Adult screening or transition of care tool to determine linkage of mental health services to the specific manage care plan, where appropriate.

B. Plumas County Phone Triage Services:

Plumas County Phone Triage services includes answering the main line for Mental Health and Substance Use Disorder (SUD) calls of Plumas County Behavioral Health after-hours (5:00 p.m. to 8:00 a.m., daily, including holidays). Requests for Behavioral Health Services, including possible crisis calls, shall be documented, and relayed to the main contact at Plumas County Behavioral Health. The following specific services will be provided:

1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the Plumas Behavioral Health Access Contact or to the Plumas on-call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.
2. Document all Behavioral Health calls through utilization of the Plumas County forms. Documentation will be sent to Plumas County Behavioral Health via Fax, (530) 283-6045, or encrypted email, [plumasfax@kingsview.org](mailto:plumasfax@kingsview.org).
3. Use the Plumas County Behavioral Health screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After- Hours access line are met. New hires will receive training within 30 days of hire.

C. El Dorado County Phone Services:

The El Dorado County phone services will be specifically after-hours (midnight to 8:00 am, daily) phone crisis. Telephone crisis counseling and appropriate referrals for possible psychiatric emergency-related events to law enforcement will be provided. Specific responsibilities include:

1. Answer County crisis calls within two (2) rings, from a line specifically dedicated for County crisis line callers.
2. Collect intake information, screen to determine crisis status of caller, and make appropriate referrals to County Law Enforcement, County Mental Health Request for Service, or County

Substance Use Disorder (SUD) Request for Service, as mutually agreed upon by the caller and the Contractor.

3. Law Enforcement referrals include welfare checks, as well as general referrals that are mutually agreed upon by the caller and the Contractor.
4. Develop a safety plan with callers in crisis, which includes mental health, SUD, and other referrals, along with names of support people, and the number for the twenty-four (24) hour crisis line.
5. Instruct caller to go to a hospital if a safety plan with caller is not possible. For those callers considered an immediate danger to self or others, Contractor shall cross report to County Law Enforcement for welfare check.
6. Daily documentation of calls, including type of referrals made and disposition of calls to the County for follow up, will be sent via fax at (530) 295-2532.

D. Sierra County Phone Triage Services:

Sierra County Phone Triage services shall be provided weekday After-Hours (after 5:00 p.m. and prior to 8:00 a.m. and 12:00 p.m. to 1:00 p.m.) and All-Hours (after 5:00 p.m. the day before the weekend/holiday and prior to 8:00 a.m. day after weekend/holiday) for weekends and holidays. Receive all calls, collect all intake information, and make assessment for appropriate referral to the Plumas Behavioral Health Access Contact or to the Plumas on-call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.

1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the COUNTY Behavioral Health Access Contact and/or Sierra County's 911 Emergency System at (530) 289-3700. Provide information, consultation, and education for clients by telephone as appropriate.
2. Document all Behavioral Health calls through utilization of the COUNTY daily log.
3. Daily call logs recorded in the spreadsheet will be sent to the COUNTY thru Fax, (530) 993-6759, or encrypted email.
4. Use the COUNTY screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
5. For Mental Health Crisis calls, including referral of any 5150 evaluations, transfer the call to the COUNTY Behavioral Health Access Contact and/or Sierra County's 911 Emergency System at (530) 289-3700.
6. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After-Hours access line are met. New hires will receive training within 30 days of hire.

II. MENTAL HEALTH SERVICES ACT:

For programs receiving MHSA Funding, 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:

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

- D. The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.

III. CALMHSA STREAMLINE SMARTCARE ELECTRONIC HEALTH RECORD:

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

IV. OTHER CONTRACTOR RESPONSIBILITIES:

- A. Ensure that employees provide services to the level or in the manner which is appropriate for the circumstances. It is not the intent of the County to direct or control the hiring of Contractor's employees, but if an employee is not performing to the expectations of the County, the 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.
- B. Provide documentation of all services in accordance with Short/Doyle Medi-Cal Rehabilitation Option Manual and Managed Care.
- C. Be responsible for maintaining compliance with Department of Health Care Services Medi-Cal audits.
- D. Perform services that the County may desire that 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.
- E. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.
- F. Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor is expected to think holistically

about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor shall consult with County contract manager about proposed metrics to track.

G. Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

H. Cybersecurity Awareness and Training:

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

I. Incident Reporting: Any County of Nevada network account holder is responsible for protecting their account credentials and must report any potential cybersecurity incident to their County liaison and the County Information Services Service Desk.

V. COUNTY RESPONSIBILITIES:

The County shall:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Oversee day-to-day operations of the staff doing clinical supervision, care coordination, patient rights advocacy, and therapist services.
- D. Provide clinical supervision of the staff, including review of performance and other key aspects of the positions.
- E. Conduct periodic reviews of the triage staff to ensure that county, state, and federal requirements are met related to crisis and access calls.

VI. JOINT RESPONSIBILITIES:

Contractor and Behavioral Health shall jointly:



- A. On a quarterly basis review expenses and budget status and renegotiate budget projections if necessary.
- B. Provide Quality Improvement training and shall monitor records to assure compliance.
- C. Agree to comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.
- D. Share joint responsibilities for review of all adverse incidents and unusual occurrences, excluding privacy incidents and breaches.
- E. Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE**

As compensation for services rendered to County, Contractor shall be reimbursed for actual costs incurred. It is understood and agreed by and between the parties that said payments are for services provided herein and not for direct client care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California and/or third-party payers.

Contractor shall bill County each month for actual costs incurred in carrying out the terms of the Contract. Contractor agrees that he will be responsible for the validity of all invoices. These invoices shall include costs incurred for liability and malpractice insurance, tax and accounting services and actual salary and benefits paid to employees.

The maximum contract price shall not exceed \$1,542,197 for the contract term and is based on the following projected budget:

Category	Phone Traige					Nevada County Other						
	Nevada County Phone	Placer County Phone	El Dorado County Phone	Plumas County Phone	Sierra County Phone	PR Advocate	QA&CS	New Directions	Jail Therapist	Forensic Services	Behavioral Health	Combined Total
Personnel Costs	207,691	653,357	7,530	27,317	18,316	31,809	33,736	36,436	128,696	16,165	81,624	1,242,677
Transportation Costs	-	-	-	-	-	-	-	500	-	400	3,800	4,700
Facilities (Off Site)	5,400	25,200	960	2,100	900	-	-	-	-	-	-	34,560
Telephone Reimbursements	-	-	-	-	-	-	1,000	-	-	-	-	1,000
Other County Offsets	(18,225)	-	5,400	10,800	2,025	-	-	-	-	-	-	-
Miscellaneous	2,038	1,004	426	667	781	298	588	688	1,364	734	922	9,510
Accounting Fees	7,461	22,867	1,875	3,150	2,520	1,836	2,774	1,800	3,412	750	2,800	51,245
Other Professional Fees	1,020	4,200	300	420	300	300	420	300	480	50	300	8,090
Payroll Processing Fees	1,346	3,075	107	177	119	207	219	237	836	105	530	6,958
Program Facilitation Fee	-	-	3,600	3,600	900	-	-	-	-	-	-	8,100
Liab/Mal Insurance	4,039	12,770	147	532	357	620	657	710	2,507	315	1,590	24,244
Interest Expense	1,796	5,768	109	237	159	275	292	315	1,114	140	707	10,912
Administration Fees	21,257	72,824	2,045	4,900	2,638	3,535	3,969	4,099	13,841	1,866	9,227	140,201
<b>Total Expenses and Fees</b>	<b>233,823</b>	<b>801,065</b>	<b>22,499</b>	<b>53,900</b>	<b>29,015</b>	<b>38,880</b>	<b>43,655</b>	<b>45,085</b>	<b>152,250</b>	<b>20,525</b>	<b>101,500</b>	<b>1,542,197</b>

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. The County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

Monthly invoices shall be an itemized accounting for costs incurred each month.

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

Contractor shall submit invoices to:

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

Or

Via Email

[BH.Fiscal@nevadacountyca.gov](mailto:BH.Fiscal@nevadacountyca.gov)

CC: Contract Manager (refer to Notification section)

County shall review the invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**AUBURN COUNSELING SERVICES, INC. D/B/A COMMUNICARE**

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$500,000** per occurrence or claim.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** Insurance covering **social worker** case management malpractice with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability:** Insurance, with limit not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

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

**Other Insurance Provisions:**

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

**EXHIBIT D**  
**BEHAVIORAL HEALTH PROVISIONS**  
**Specialty Mental Health Services**

**Article 1. DEFINITIONS**

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

**Article 2. GENERAL PROVISIONS**

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

- VI. United States Code, Title 42 (The Public Health and Welfare), as applicable;
  - VII. Balanced Budget Act of 1997;
  - VIII. Health Insurance Portability and Accountability Act (HIPAA); and
  - IX. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.
  - X. Clean Air Act and Federal Water Pollution Control:
  - XI. Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
  - XII. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). Contractor shall check monthly and immediately report to the department if there is a change of status.
  - XIII. Dymally-Alatorre Bilingual Act:
  - XIV. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient number of bilingual persons in order to provide certain information and render certain services in a language other than English.
  - XV. Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services ("DHCS") any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- B. In the event any law, regulation, or guidance referred to in subsection (A), above, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

**Article 3. SERVICES AND ACCESS PROVISIONS**

1. CERTIFICATION OF ELIGIBILITY

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

2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

A. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client



- includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- B. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.
    - I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
    - II. The client has at least one of the following:
      - a. A significant impairment
      - b. A reasonable probability of significant deterioration in an important area of life functioning
      - c. A reasonable probability of not progressing developmentally as appropriate.
      - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide  
AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:
      - e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      - f. A suspected mental health disorder that has not yet been diagnosed.
      - g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
  - C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:
    - I. The client has one or both of the following:
      - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
      - b. A reasonable probability of significant deterioration in an important area of life functioning.
    - II. The client's condition as described in paragraph (I) is due to either of the following:
      - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
      - b. A suspected mental disorder that has not yet been diagnosed.
3. ADDITIONAL CLARIFICATIONS
- A. Criteria
    - I. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
      - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
      - b. The service was not included in an individual treatment plan; or
      - c. The client had a co-occurring substance use disorder.
  - B. Diagnosis Not a Prerequisite

- I. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.
4. MEDICAL NECESSITY
    - A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time-of-service provision.
    - B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
    - C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.
  5. COORDINATION OF CARE
    - A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
    - B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
    - C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
    - D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
    - E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
  6. CO-OCCURRING TREATMENT AND NO WRONG DOOR
    - A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
    - B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
      - I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

- II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

#### **Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

##### **1. SERVICE AUTHORIZATION**

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

##### **2. DOCUMENTATION REQUIREMENTS**

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

##### **3. ASSESSMENT**

- A. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
- B. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
- C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

##### **4. ICD-10**

- A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.

- C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.
5. PROBLEM LIST
- A. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
  - B. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
  - C. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
  - D. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
  - E. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
6. TREATMENT AND CARE PLANS
- A. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement (such as completion of ISSP's when applicable, TCM Care Plan, Peer plan of care, discharge plan of care, ICC care plan, IHBS care plan, TFC care plan, TBS client care plan, STRTP treatment plan or other plans as identified in BHIN 22-019)
7. PROGRESS NOTES
- A. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
  - B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
  - C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
  - D. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
  - E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
8. TRANSITION OF CARE TOOL
- A. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
  - B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.
  - C. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR).

However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

9. TELEHEALTH
  - A. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
  - B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
  - C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
  - D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
  - E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

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

1. MAINTENANCE OF RECORDS
  - A. Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.
2. ACCESS TO RECORDS
  - A. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract
  - B. Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.
3. FEDERAL, STATE AND COUNTY AUDITS
  - A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria

for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING
  - A. Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a monthly basis. Contractor shall at County request participate in County annual or semi-annual verification of services process and provide resulting service verifications to County QA Department.
  - B. Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.
5. CONFIDENTIALITY IN AUDIT PROCESS
  - A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
  - B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
  - C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.
6. REASONS FOR RECOUPMENT
  - A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
  - B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
    - I. Identification of Fraud, Waste or Abuse as defined in federal regulation
      - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
      - b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at [www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf)
    - II. Overpayment of Contractor by County due to errors in claiming or documentation.
    - III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
  - C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
7. COOPERATION WITH AUDITS

- A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
- B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
- D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

**Article 6. CLIENT PROTECTIONS**

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

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

**2. Advanced Directives**

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

**3. Continuity of Care**

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

## **Article 7. PROGRAM INTEGRITY**

### **1. GENERAL**

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

### **2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS**

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



3. SCREENING AND ENROLLMENT REQUIREMENTS
  - A. County shall ensure that all Contractor providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
  - B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor of up to 120 days but shall terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
  - C. Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).
4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS
  - A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
    - I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
    - II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
    - III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
    - IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
    - V. Effective lines of communication between the Compliance Officer and the organization's employees.
    - VI. Enforcement of standards through well-publicized disciplinary guidelines.
    - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
    - VIII. The requirement for prompt reporting and repayment of any overpayments identified.
  - B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
    - I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
    - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
    - III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).

- IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
  - C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
  - D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
  - E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
  - F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County **within 30 calendar days** after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
5. INTEGRITY DISCLOSURES
- A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
  - B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)
  - C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
    - I. Disclosure of 5% or More Ownership Interest:
      - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
      - b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
      - c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
      - d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
    - II. Disclosures Related to Business Transactions:
      - a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
      - b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

- III. Disclosures Related to Persons Convicted of Crimes:
  - a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
  - b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
- D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.
- E. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.
- 6. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTH CARE PROGRAM
  - A. Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.
  - B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
    - I. [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
    - II. [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
    - III. [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
    - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
    - V. any other database required by DHCS or DHHS.
  - C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
    - I. <https://www.ssdmf.com/> - Social Security Death Master File
  - D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
  - E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

- F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPEs, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

**Article 8. QUALITY IMPROVEMENT PROGRAM**

**1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION**

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

- I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
  - J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)
2. NETWORK ADEQUACY
- A. The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
  - B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
  - C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.
  - D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.
3. TIMELY ACCESS
- A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
  - B. Timely access standards include:
    - I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
    - II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
    - III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
    - IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Care Coordination, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
    - V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.

- VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.
- 4. PRACTICE GUIDELINES
  - A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:
    - I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
    - II. They consider the needs of the clients;
    - III. They are adopted in consultation with contracting health care professionals; and
    - IV. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
  - B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).
- 5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
  - A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
  - B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.
- 6. PHYSICIAN INCENTIVE PLAN
 

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).
- 7. REPORTING UNUSUAL OCCURRENCES
  - A. Contractor shall report unusual occurrences to the Director and to the QA Department. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
  - B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Contractor will report UOR on County approved UOR/AIR form, Reports are to include the following elements:
    - I. Complete written description of event including outcome;
    - II. Written report of Contractor's investigation and conclusions;
    - III. List of persons directly involved and/or with direct knowledge of the event.
  - C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

**Article 10. ADDITIONAL FINAL RULE PROVISIONS**

**2. NON-DISCRIMINATION**

- A. Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group

identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.

- B. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.
3. PHYSICAL ACCESSIBILITY  
In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
  4. APPLICABLE FEES
    - A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
    - B. Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
    - C. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).
    - D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.
  5. CULTURAL COMPETENCE  
Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.
  6. CLIENT INFORMING MATERIALS
    - A. Basic Information Requirements
      - I. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
      - II. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental

Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

- III. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
  - IV. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
  - V. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
    - a. The format is readily accessible;
    - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
    - c. The information is provided in an electronic form which can be electronically retained and printed;
    - d. The information is consistent with the content and language requirements of this agreement;
    - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- B. Language and Format
- I. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
  - II. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
  - III. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
    - a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
  - IV. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
  - V. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
  - VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.
- C. Beneficiary Informing Materials
- I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
    - a. Guide to Medi-Cal Mental Health Services
    - b. County Beneficiary Handbook (BHIN 22-060)
    - c. Provider Directory
    - d. Advance Health Care Directive Form (required for adult clients only)
    - e. Notice of Language Assistance Services available upon request at no cost to the client



- f. Language Taglines
  - g. Grievance/Appeal Process and Form
  - h. Notice of Privacy Practices
  - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
  - III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
  - IV. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
  - V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
  - VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:
    - a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
    - b. Mails a printed copy of the information upon the client's request to the client's mailing address;
    - c. Provides the information by email after obtaining the client's agreement to receive the information by email;
    - d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
    - e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.
- D. Provider Directory
- I. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
  - II. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
  - III. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.
  - IV. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.. § 438.100.

### Article 13. RIGHT TO MONITOR

1. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.
2. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).
3. The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
4. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
5. County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
6. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal

records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

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

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

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

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

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

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

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

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following

Page 50 of 52  
Exhibit E

Professional Services Agreement-HHSA - HIPAA Provisions

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

8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

**SUMMARY PAGE**

<b>Auburn Counseling Services, Inc. D/B/A Communicare</b>
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<b>Description of Services:</b> Phone Triage Services; Regional Telephone Triage Services for Placer, Plumas, Sierra, and El Dorado County, New Directions Program Services; Patients' Rights and Quality Assurance Services, Care Coordination, and Jail Based Mental Health Services
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**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b> \$1,542,197	
<b>Contract Start Date:</b> 7/1/2023	<b>Contract End Date:</b> 6/30/2024
<b>Liquidated Damages:</b> N/A	

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)	Worker's Compensation	(Statutory Limits)
Sexual Abuse or Molestation Liability	(\$500,000)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)	Cyber Liability	(\$1,000,000)

**FUNDING**

1589-40110-493-8505 / 521520	1589-40103-493-1000 / 521520
1589-40104-493-1000 / 521520	1589-40110-493-8301 / 521520
1512-40110-493-1000 / 521520	1589-40105-493-783 / 521520

**LICENSES AND PREVAILING WAGES**

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

**NOTICE & IDENTIFICATION**

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department, Health and Human Services Agency		Auburn Counseling Services, Inc. D/B/A Communicare	
Address:	500 Crown Point Circle, Suite 100	Address	11879 Kemper Rd. # 2
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Auburn, California 95603
Attn:	Cari Yardley	Attn:	Ben Lopez, LCSW
Email:	Cari.Yardley@nevadacountyca.gov	Email:	acs4ben@gmail.com
Phone:	(530) 470-2559	Phone:	(530) 305-1564

<b>Contractor is a:</b> (check all that apply)				<b>EDD Worksheet Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Corporation:</b> <input checked="" type="checkbox"/>	Calif. <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	<b>Additional Terms &amp; Conditions Included (Grant Specific)</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Non-Profit:</b> <input type="checkbox"/>	Corp. <input type="checkbox"/>				
<b>Partnership:</b> <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/> Limited <input type="checkbox"/>	<b>Subrecipient</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Person:</b> <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/> Other <input type="checkbox"/>		

**ATTACHMENTS**

<b>Exhibit A:</b> Schedule of Services	<b>Exhibit D:</b> Behavioral Health Provisions
<b>Exhibit B:</b> Schedule of Charges and Payments	<b>Exhibit E:</b> Schedule of HIPAA Provisions
<b>Exhibit C:</b> Insurance Requirements	

**NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT**

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE  
EMPLOYEES/CONTRACTORS**

**POLICY:**

The Nevada County Behavioral Health Department ("BHD") will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.

An "Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

**INSTRUCTIONS:**

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

**DECLARATION**

I, Ben Lopez (name) on behalf of

myself, or

\_\_\_\_\_

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

I am not, or

the entity I represent is not

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

  
Ben Lopez (Jun 20, 2023 14:23 PDT)

(Signature)

06/20/2023

(Date)