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

Contract No. _____

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

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 Turning Point Community Programs, Inc. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

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

2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Five Million Nine Hundred Ninety Six Thousand Five Hundred Eighteen Dollars ($5,996,518).**

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

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 of 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:

COUNTY OF NEVADA:		**CONTRACTOR:**	
Nevada County Behavioral Health Department		Turning Point Community Programs, Inc.	
Address:	500 Crown Point Circle, Suite 100	Address	10850 Gold Center Drive
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Rancho Cordova, CA 95670
Attn:	Cari Yardley	Attn:	Al Rowlett
Email:	Cari.Yardley@nevadacountyca.gov	Email:	AlRowlett@tpcp.org
Phone:	(530) 470-2559	Phone:	(916) 364-8395

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

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

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

COUNTY OF NEVADA:

By: _____ Date: _____

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

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

CONTRACTOR: Turning Point Community Programs, Inc.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ___Secretary_____

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

Exhibits

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements
Exhibit D: Behavioral Health Provisions
Exhibit E: Schedule of HIPAA Provisions
Exhibit G: Additional Funding Terms and Conditions
Summary Page

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

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

Providence Center: Maintains a census of 90

Clients Served: the ongoing caseload of qualified adults to be served under this agreement is **90**.

List of Services/Authorization responsibilities

a. Mental Health Services
b. Coordination of Care, Brokerage
c. Medication Support
d. Crisis Intervention
e. Non-Medi-Cal Jail Services
f. MHSA Outreach and Engagement
g. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

a. Western Nevada County
b. MHSA Assertive Community Treatment Team
c. May be adults in ACT team or non-ACT team adults
d. Assisted Outpatient Treatment (AOT), Laura's Law
e. Medi-Cal adults who are in the process of stepping-down from ACT program and need a lower level of care coordination services

Staffing

Contractor's program staffing is key for the delivery of services for the TPCP's Adult Assertive Community Treatment Program. Any proposed changes to the qualifications of the staff below, or significant changes being made for the duties and roles of these staff, need prior authorization by the designated Program Manager of the County. The staff shall include

- Regional Director – Ensures overall management of all Nevada County Programs to include Providence Center, Respite, Catherine Lane, Empire House, and other Turning Point programs within the Nevada County contract. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.

- Program Director – Provides overall management of the program, including management of the budget, AOT, AACT services, and personnel. This position is also responsible for the clinical oversight of services while ensuring that service to members includes adequate planning and is in compliance with contract requirements. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.

- Clinical Director – Facilitates clinical oversight of the program. Reviews assessment and care coordination plans, authorizes services as permitted herein, and provides treatment staff

training and clinical supervision when applicable. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.

- QA Coordinator – Monitors that all chart documentation follows Medi-Cal documentation standards and HIPAA compliance. This position is responsible for conducting regular internal chart reviews and providing training and support when documentation gaps or problems are identified.

- Assessment Clinician – Provides initial assessment and treatment planning for new clients, along with reassessments of ongoing clients. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.

- Office Manager – Schedules and oversees clerical staff in their day-to-day duties including processing of ingoing and outgoing mail, data entry, records maintenance, report preparation, etc. Reviews, maintains, and processes petty cash, team funds, P & I, timecards, invoices and reimbursements with reporting and submission to Fiscal Department monthly including monthly reconciliation of accounts. Oversees preparation, review, and dissemination of a variety of reports for submission both within the agency and to the County and other entities, for billing purposes, reconciliation of data, census and status updates, outcomes data and any other reportable data. Assists Clinical Director with HIPAA compliance and overall quality assurance.

- Administrative Coordinator – Participates in overall management of the office to support staff with delivery of client services. Schedules doctor day appointments and transcription, ensures charting standards and oversees the adherence to Medi-Cal service requirements. Monitors Medi-Cal coverage or coverage by other third-party payers for member services. Coordinates after hours scheduling of on-call response teams.

- Registered Nurse/ Licensed Psychiatric Technician or Licensed Vocational Nurse – Provides prescribed medical treatment and oversight to members with co-occurring medical conditions as well as staying abreast of member medication needs and disbursements.

- Team Lead – Oversees all aspects of client services, as well as ensures that direct treatment staff provide appropriate responsive services. Responsible for administrative supervision of direct treatment staff i.e., employee evaluations, properly prepared time sheets, etc.

- Behavioral Health Specialist (BHS) – Assure members' needs are met in accordance with the treatment plan. Coordinates services for up to ten (10) members. Facilitates the Community Support Team Meetings and helps provide linkage to formal and informal supports. Completes charting, documentation, and authorizations for treatment. Connects members to services that foster access to health needs. BHS staff will also attend court hearings with the individual to advocate on behalf of members, for mental health treatment instead of jail time when appropriate. Outreach and advocacy also include establishing positive relationships with the Public Defender's office and attorneys. Develops housing resources in the community through linkage and partnerships. Assists members in locating and maintaining housing. Develops

employment resources in the community through linkage and partnerships. Assists members with developing job skills needed for the careers they choose to explore. Collaborates with Individualized Placement Services to assist members with locating job opportunities and providing support for the member's work experience.

- Court Liaison/CAADAC Counselor – Stays in close communication with Attorneys/Judges, Probation, Law Enforcement, Behavioral Health Personnel, and any other parties involved in the members' progress/status while engaged in the criminal justice system, including but not limited to, Mental Health Court. This position also provides CAADAC based drug and alcohol counseling to clients referred from within the Providence Center program.

Program Services Team

A. MHSA Adult Assertive Community Treatment (AACT) Team

Program Overview MHSA AACT— Contractor shall provide Adult Assertive Community Treatment Program Services as a Full-Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. This program shall target adults, transition age youth, and seniors. Members of full-service partnerships will receive specialized, individualized, intensive services and supports. Outreach and Engagement Services will be provided to the unserved and underserved individuals, including the homeless, incarcerated, and other unserved individuals to ensure participation in mental health service opportunities.

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

Target Population MHSA AACT

The target population the Contractor will serve consists of individuals over the age of 18 with severe mental illness (SMI) in accordance with Welfare and Institutions Code (W& I) Code Section 5600.3. To qualify for MHSA AACT services, the severe mental illness must be causing behavioral functioning that interferes substantially with areas specified in this regulation. This section further states that to qualify for services, a person must have a mental disorder as identified in the most recent edition of the DSM-V and ICD-10. Individuals with Medi-Cal eligibility will meet medical necessity standards identified in the California Code of Regulations, Title 9, Section 1830.205, and Medical Necessity Criteria for Specialty Mental Health Plan Reimbursement of Specialty Mental Health Services.

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

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

1. At serious risk of, or have a history of, psychiatric hospitalization, residential care, or out of home placement.

2. Adults who are homeless or at risk of being homeless.
3. At risk of fragmenting or being displaced from their families.
4. In danger of experiencing job failure or loss of income required for basic needs such as food, shelter, and clothing.
5. At risk of involvement or currently involved in the criminal justice system.
6. Inability to provide for basic medical needs.
7. The desired ratio of providers to members should not exceed 1:10.

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

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

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

B. Forensic Services

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

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

C. Assisted Outpatient Treatment (AOT/Laura's Law):

The AACT program will receive referrals by the County for Assisted Outpatient Treatment, and follow criteria, assessment, and legal proceedings per Welfare and Institutions Code 5345-5349.5. AOT is a program mandated by the Board of Supervisors to prevent mentally ill

adult individuals from harming themselves and others by court ordering potentially effective mental health treatment for individuals refusing mental health services, particularly the use of psychiatric medication.

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

D. Outpatient Services:

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

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

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

2. **Overall Structure of all AACT Teams shall include:**
    a. Services will be provided 24/7 - 365 days a year response with smaller caseloads (1:10) and follow the Recovery principles of strength-based and client driven.

    b. Treatment shall include:
        i. Assessments – each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of diagnosis and treatment
        ii. Staff shall work closely with each client to develop a safe and trusting professional relationship
        iii. Psychopharmacologic treatment, including new atypical antipsychotic and antidepressant medications

iv. Individual supportive therapy
v. Crisis Intervention
vi. Hospitalization- Contractor will require pre-authorization from the County's Behavioral Health Department to place a member in acute inpatient, long-term residential (IMD, SNF), or psychiatric board and care facility
vii. Substance abuse treatment, including group therapy (for members with a dual diagnosis of substance abuse and mental illness). Clients shall have access to specialized groups such as Alcoholics Anonymous, Narcotics Anonymous, and dual diagnosis groups that employ the "harm reduction model"
viii. Continuum of Care - as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

c. Rehabilitation:
i. Behaviorally oriented skill teaching (supportive and cognitive-behavioral therapy), including structuring time and handling activities of daily living.
ii. Supported employment, both paid and volunteer work
iii. Support for resuming or continuing education
iv. Individual and Group Therapy

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

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

i. Individuals participate in the decisions that affect their lives
ii. Individuals have real input into how their services are provided
iii. Eliminate service delivery methods that are confusing and fragmented
iv. Prioritize resources and services for individuals
v. Emphasize and utilize the self-help model
vi. Hire clients so that they can provide services at all levels of the agency

Special attention will be provided to the outreach and engagement of the County's Latino population, and the outreach and provision to the more remote and underserved areas of the County which may include Truckee.

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

f. Housing Services:
TPCP's program in Nevada County will also focus on providing individuals with access to an array of community-based housing options designed to meet the needs of

each person. Contractor shall work to create housing collaborations similar to alliances TPCP has in other counties, including master leases with property management companies, payment of rent/responding to intervention requests at various apartments, and knowledge of resources necessary to home and apartment maintenance. In addition, TPCP will work to become familiar with Housing Authority locations and personnel through assisting members with submitting applications for federal subsidies. TPCP will effectively implement the following housing support strategies with and on behalf of the individuals they are serving under this Agreement: Assist in obtaining federal housing subsidies as available training in skills necessary to maintain acquired housing. Contractor shall assure timely linkage with utility resources as needed on behalf of individuals; payment of rental and utility obligations; repair of individual's housing when needed; and clean-up of housing after individual's move-out.

E. Supported Employment Services: (20 clients)

Individual Placement and Supports (IPS) is a model of supported employment that has proven to be effective for individuals with serious mental illness including those challenged by substance use, homelessness, and criminal justice histories.

1. IPS is an established and successful EBP reported to have 55% of mental health consumers successfully working when applied, promoting integration of members in the community

2. The integration of IPS will empower FSP members by helping them obtain competitive work in the community and providing the necessary support to ensure their success in the workplace

3. IPS is grounded in eight principles; 1) Open to anyone who wants to work, 2) A focus on competitive employment, 3) Rapid job search, 4) Targeted job development, 5) Guided by the decisions of the individual being served 6) Inclusion of individualized long-term supports, 7) Integrated with treatment, 8) Inclusion of benefits counseling

4. The IPS/Employment specialists provide direct assistance with work and training while coordinating their efforts with the treatment team

5. Adding these services allows members to engage in meaningful activities while strengthening current FSP services as SE services are considered a key component of meeting full fidelity to the ACT model

6. The IPS model requires that eligibility be based on the member's choice and that services be integrated with comprehensive mental health treatment, both of which align with the ACT model currently in place. Additionally, the inclusion of IPS aligns with TPCP philosophy and core values which emphasize the resumption of normal life roles, such as employment, as being key to the recovery process.

7. With competitive employment being the goal, staff will support members to obtain part-time or full-time employment existing in the open labor market paying at least minimum wage.

8. Staff will support job searches, resume development, interview coaching and employment maintenance skills while ensuring the member is aware of any impact employment may have on their current benefits.

9. The IPS Supported Employment Fidelity Scale will be used to assess three aspects of the model: Staffing, Organization, and Services.

10. The fidelity scale will primarily be used for quality improvement by identifying areas of strength and possible areas of improvement as they relate to the model. Once the fidelity scale has been completed, feedback will be provided including scores, observations, assessments, and recommendations for program improvement.

F. Permanent Supportive Housing

Contractor, in conjunction with Behavioral Health staff, shall implement and monitor a specific treatment and permanent supportive housing program for providing services to Medi-Cal beneficiaries living in two homes owned by Nevada County Housing Development Corporation. These homes will house up to 12 clients combined at any given time. The Contractor will implement and monitor an Independent Living Program Component for clients residing in the house. Contractor will continue to expand ways to shelter clients through increasing the use of Master Leases and flex funds to support temporary use of motels.

CONTRACTOR RESPONSIBILITIES

1. The contractor will provide the following:
   a. Rehabilitative Mental Health Services
   b. Care Coordination and Linkage/Referral Services
   c. Night and Weekend Supervision

   In addition, the Contractor shall provide services for Independent Living Program described below in section F subsection 3.

2. Staffing Plan, Qualifications, and Duties:
   a. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, including holidays. All staff shall possess a valid California Driver's license.

   b. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff's productivity standard will consist of at least 25% of time with clients during waking hours as billable service.
   c. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, the County shall communicate any service or employee deficiencies to Contractor. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.

   d. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional

services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home

e. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home

f. All staff shall receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:
Basic knowledge of mental disorders; Counseling skills; Motivational Interviewing; Recovery philosophy and services; Understanding Schizophrenia; Understanding Depression; Working with the multiple diagnosed individual; Principles of Substance Abuse; Medication usage; Working with individuals that have a severe personality disorder; Communication skills; Therapeutic exercises; Leisure time usage; Handling suicide threats or actions; Crisis management; Discharge planning; Knowledge of community services and resources; Principles of good nutrition including: Proper food preparation and storage, and Menu planning

3. The Contractor shall provide the following Independent Living Program services:
   a. Structured day and evening services available seven (7) days a week that include, but not limited to, Rehabilitation Mental Health Services, Coordination of Care, Linkage and Referrals, and Night and Weekend Supervision

   b. Assistance in daily living skills, including food preparation, grooming, and completion of individual assigned and group house chores for all Turning Point Clients

   c. Monitoring for specific services, related to supporting Turning Point Clients, for recreational, social, and therapeutic activities.

   d. Assist individuals in developing skills necessary to maintain independent living environment, including a safe and clean environment, and budgeting their financial resources to provide nutritious food.

   e. The development of community support systems for clients to maximize their utilization of non-mental health community resources.

   f. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program.

g. Use of the house environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.

h. Residents will generally be expected to have attained sufficient knowledge of the need for medications, and will take medications delivered by the contractor, when necessary.

i. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the house.

j. Meet with County Program Manager or Designee at least monthly, and sometimes sooner if necessary, given a unique situation, as part of placement team to review client's moving into home, including selection criteria met, proposed care coordination, and likelihood of success of proposed clients, and monitoring current client success and modifications to care coordination plans of these clients would also be discussed.

k. Comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The Contractor shall comply with applicable laws, regulations and State policies relating to patients' rights.

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

4. General Criteria for all Placements:
   a. No individual shall be accepted for any type of placement unless the individual has been admitted to County's Adult System of Care Program and authorized by the Placement Team and County Program Manager or Designee.

   b. All proposed clients shall be reviewed by placement team consisting of the Contractor staff and County staff, and placement must be approved by the Program Manager or Designee of the County. All clients accepted into the program will be monitored by the placement committee to determine if the client continues to clinically need this intensive level of supervision. If a client no longer meets this criterion, as determined by the County Program Manager or his/her designee, then the client will be encouraged to find a lower level of care. If a client does not agree to move then possible notice of eviction, when permissible under federal and state (e.g., MHSA) housing guidelines, may be given.

   c. No individual shall be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.

   d. All individuals accepted for residency shall be free of any communicable disease.

COUNTY RESPONSIBILITIES

1. The County shall:
   a. Participate and lead placement team meetings to authorize clients placed in the home, as well as coordinate with Contractor staff to determine client needs and

program functioning, and any modifications to care coordination plans necessary for non-contractor clients and Turning Point clients.

b. Provide full range of services and support to non-contractor clients, including Care Coordination development and monitoring for specific services, related to supporting clients, for planned, as well as unplanned, vocational, recreational, social, and therapeutic activities.

c. Arrange appointments with Contractor to allow prospective referral of non-contractor client an opportunity to visit home prior to placement.

d. Make available all pertinent data and records for review.

e. With reasonable notice, the County shall do a Program Review, which shall include evaluation of:
   i. Cost effectiveness
   ii. Program's ability to meet individual client's treatment goals and objectives
   iii. Follow-up of appropriateness of client's placement outside of transition home
   iv. Analysis of impact on out-of-county placements and acute care costs
   v. Review of personnel records to assure compliance with Title 9

G. Homeless Outreach and Medical Engagement (HOME) Enhanced Care Management (ECM) Team

The Contractor, in conjunction with Behavioral Health, shall provide for the delivery of peer support services to clients experiencing chronic homelessness as identified by the NCBH Enhanced Care Management (ECM) team. The equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) with lived experience of homelessness will participate in outreach and engagement efforts and offer personal experience to assist with relationship building and linkage to treatment. The Peer Specialist works directly under the supervision and direction of a Health and Human Services Program Manager and Turning Point management.

1. The contractor will provide the following:
   a. Rehabilitative Mental Health Services
   b. Case Management Brokerage
   c. Coordination and assistance with ECM Team in a team approach to meet the individual needs of identified clients.

2. Staff Plan, Qualifications, and Duties:
   a. Equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) will work five days per week, collocated with other members of ECM team.

   b. The Peer Specialist will have lived experience of homelessness. The Peer Specialist will have completed a peer certification course approved by the County.

WRAP (Wellness Recovery Action Plan) Certification is preferred and/or may be offered to the Peer Specialist post-hire.

3. Duties of the staff shall be:
   a. "On-the-spot" peer counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.

   b. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.

   c. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.

   d. Contributing to specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
   e. Transport clients to necessary meetings and appointments using his/ her personal vehicle.
   f. Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive services can continue for 18 months from the time the individual is housed.

4. Evaluation: Data to be Collected
   a. Mental Health Services Act (MHSA) Innovation (INN) Demographic information
   b. Number of referrals to community supports and mental health treatment, and kind of treatment to which person was referred.
   c. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
   d. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.

5. Reporting Requirements and Timelines
   a. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
   b. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA INN reporting guidelines.

H. Public Defender Embedded Personal Services Coordinator (AB109)

The Contractor, in conjunction with Behavioral Health and Public Defender staff, shall implement and monitor the delivery of mental health services and case management services to clients with criminal justice involvement and mental health and/or substance use disorder needs as identified by the Public Defender's Office. One 1.0 FTE Behavioral Health Specialist (BHS) will be responsible for assisting identified clients in meeting their expressed mental health-related goals, as well as their substance use disorder treatment goals, which may include specific assistance with medication management, benefit linkage, housing, counseling, medical services, support, brokerage for other needed services, and advocacy. Specifically, the BHS will focus on mental health diversion and other forensic activities, such as assisting clients with court proceedings and court navigation. Other examples include but are not limited to engaging clients while in jail, connecting clients to resources and treatment, and gathering documentation as directed by the judge (i.e. care coordination, summary of progress, etc). The BHS will work under the supervision and direction of a Behavioral Health designee, Public Defender, and Turning Point Community Programs management.

1. The contractor will provide the following:
    a. Rehabilitative Mental Health Services
    b. Case Management Brokerage
    c. Coordination and assistance with HOME Team as needed.

2. Staff Plan, Qualifications, and Duties:
    a. One 1.0 FTE Personal Services Coordinator will work five days per week collocated with the Public Defender's Office. Qualifications to include:

    b. Requirements:
    (MHRS)

    - Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services is preferred. Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience in a behavioral health setting would also qualify as an MHRS.
    (MHWIII)

    - Four years of FTE direct care experience in a behavioral health related field providing behavioral health services; and a certificate of completion from the County Core Skills Training.
    OR

    - Two (2) years of FTE direct care experience in a behavioral health related field providing behavioral health services; and two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a behavioral health related subject area such as child development, social work,, human behavior, rehabilitation, psychology, or alcohol and drug counseling; and a certification of completion from the County Core Skills Training.

    c. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles

d. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies, work effectively under stress and conflict, and have appropriate judgment and decision-making.

3. Duties of the staff shall be:
   a. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.

   b. Maintaining all client records and complete required documentation and data entry (e.g., HMIS, Defender by Karpel), including progress notes, activity reports, and logs.

   c. Advocating for clients in all areas of treatment, including court advocacy, mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.

   d. Coordinate mental health assessments, gather documents necessary for mental health diversion court proceedings including signed care coordination plans and progress summaries.

   e. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.

   f. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.

   g. Transport clients to necessary meetings and appointments using their personal vehicle.

4. Rental Assistance and Flexible Funding
   Flexible housing assistance and Flexible Funds are available to those experiencing chronic homelessness who have been identified as "chronic re-offenders" with high rates of recidivism or criminal justice involvement. This includes first and last month's rent, deposit, landlord mitigation (i.e. double deposit, fix damages to the units, offset eviction costs, etc.), time-limited hotel/motel stays when tied to a housing plan, bus passes, car/bike maintenance, hygiene goods, and food vouchers.

5. Evaluation: Data to be Collected
   a. Number of individuals receiving case management at the Public Defender's Office

b. Number of individuals receiving case management who are experiencing homelessness, and linkages to housing

c. Linkages and referrals to mental health services and benefits (Medi-Cal, CalFresh, SSI/SSDI, etc.)

d. Number of individuals receiving case management who are successfully diverted into Mental Health Diversion program, Mental Health Court, Drug Court, or other diversion program, including number who successfully completed said diversion program

6. Other data as needed for grant compliance, providing Turning Point Community Programs with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract. Audit

   The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the staff. Records shall be maintained for possible audit for a minimum of three (3) years after final payment of the Proposition 47 grant, unless a longer period of records retention is stipulated. Auditor(s) shall have access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

   Accounting procedures for grant funds received pursuant to the Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

   The Board of State and Community Corrections (BSCC) reserves the right to call for a program or financial audit at any time between the execution of the Proposition 47 Grant Agreement and 3 years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

7. Performance Goals
   Staff will provide outreach and engagement services to approximately 30 individuals/families per Fiscal Year, with expectations prorated based on program start date.

I. SAMHSA Community Mental Health Center (CMHC) Grant

The Contractor, in conjunction with Behavioral Health staff, shall implement the SAMHSA CMHC grant. Through the CMHC grant, the Contractor and NCBH will grow the use of peers within the behavioral health workforce and expand clinical and case management capacity. The CMHC grant began on 9/30/21 and ends on 9/29/23.

1. Staff Plan, Qualifications, and Duties
    a. **1.0 FTE Clinical Team Lead**
    Minimum Qualifications:
        i. Licensed as either LCSW, MFT, or Psychologist or License eligible as ACSW or AMFT, Master's degree in Sociology, Social Work, Counseling, Family and Marriage Counseling, Psychology or other related field. At least 4 years varied experience as a consumer or provider of mental health services is required. Minimum of 2 years experience in supervision/management.

    Duties and Responsibilities:
        i. Serve as Project Director for the grant, participating in check-ins with grantor with guidance from NCBH grant coordination and evaluation staff
        ii. Oversee the Peer Family Advocate
        iii. Alongside NCBH Clinical Supervisor, jointly supervise the embedded Case Manager and Peer Specialists at NCBH, including monthly coordination meeting with NCBH Clinical Supervisor. Administrative supervision will be provided by the Clinical Team Lead. All clinical supervision shall be provided on a day to day basis by County staff. Performance evaluations will be a combined effort of County clinical staff and the Turning Point Community Programs Clinical Team Lead.
        iv. Provide clinical supervision and services at Turning Point Community Programs, which may include clinical consultation and therapy

    b. **1.0 FTE Embedded Case Manager/Behavioral Health Specialist (BHS) II**
    Minimum Qualifications:
        i. Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services OR Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience.

    Duties and Responsibilities:
        i. Case Manager will provide services as part of the Nevada County Behavioral Health service coordinator team. 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. 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. The designated NCBH Clinical Supervisor will direct day to day activities of this person, as well as provide clinical oversight of the completion of work.
        ii. With the assistance of the NCBH Clinical Supervisor, supervise the 2.0 FTE Peer Support Specialists, including assigning work, reviewing documentation and data tracking
        iii. In collaboration with the 2.0 FTE Peer Support Specialists, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

    c. **2.0 FTE Embedded Peer Support Specialists**
    Minimum Qualifications:

i. Graduation from High School or obtainment of a GED. Candidate must have lived experience with mental health services. The Peer Specialist will have completed a Peer Certification Course approved by the County. A WRAP (Wellness Recovery Action Plan) Certification is preferred however will be offered post-hire if needed. A certificate of completion from the Core Skills Training will also be completed post hire. Associate of Arts Degree Preferred.

Duties and Responsibilities:

i. Peer Specialists will provide peer support, rehabilitation, and case management services as part of the Nevada County Behavioral Health service coordinator team. 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. 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. The embedded BHS II, with the assistance of the NCBH Clinical Supervisor, will direct day to day activities of this person, as well as provide clinical oversight of the completion of work.
ii. In collaboration with the embedded BHS II, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

d. **1.0 FTE Peer Family Advocate**

Minimum Qualifications:

i. High School degree or GED and personal lived experience as the parent/primary caregiver of a child/youth or adult with a behavioral, emotional, or mental health challenge.

Duties and Responsibilities:

i. Support the families of Turning Point Community Programs Full Service Partnership (FSP) clients, with a focus on clients in Assisted Outpatient Treatment (AOT)
ii. Establish and facilitate a monthly Family Support Group for the families of FSP and AOT clients
iii. Attend Family Team Meetings, develop Wellness Recovery Action Plan (WRAP) with family members, and provide individualized support as needed
iv. Be knowledgeable about natural and community support resources for FSP clients and their families
v. Provide psychoeducation and strength-based support to increase protective factors and promote familial stability in the community
vi. Foster connections and relationships with the local National Alliance on Mental Illness (NAMI) chapter, who maintains strong family support networks

2. Gift Cards:
Contactor to purchase gift cards for clients to be used only for clients completing interviews for intake, reassessment, and discharge. Gift cards can be purchased in the maximum of $30 each and cannot be prepaid cards such as Visa gift cards. Contractor shall take inventory of all gift cards, keep a log of all cards, as well as have clients sign for receiving gift cards

3. Grant Deliverables:

a. By December 15, 2021, hire grant-funded staff (1.0 FTE Clinical Team Lead, 1.0 FTE Embedded BHS II, 2.0 FTE Peer Support Specialists, and 1.0 FTE Peer Family Advocate)

b. By March 1, 2022, establish at least two support groups focused on improving life skills and increasing social connections for individuals with SMI or COD.

c. By September 30, 2023, 60% of clients served by the Case Manager and Peer Support staff will maintain or improve their Basis-24 scores.

d. By September 30, 2022, offer individualized family support via the Peer Family Advocate to 100% of families of Assisted Outpatient Treatment (AOT) clients.

e. By March 1, 2022, establish and facilitate monthly Family Support Group for families of Turning Point Full Service Partnership (FSP) and Assisted Outpatient Treatment (AOT) clients.

f. By September 30, 2023, 70% of families of Turning Point clients receiving support from the Peer Family Advocate will demonstrate decreased caregiver strain according to the Caregiver Strain Questionnaire.

4. Evaluation and Reporting Requirements:
   a. Grant-funded staff will enter data as needed for grant compliance, providing Turning Point Community Programs with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract.

   b. Contribute to grant progress report narrative, which will be developed by NCBH evaluator.

      Although grant-funded services are not billable to Medi-Cal during the lifetime of the grant, staff must comply with documentation standards for quality assurance and program sustainability purposes.

J. Insight Respite Center

The Insight Respite Center (IRC) is part of the County's crisis continuum of care where individuals can receive the support of a healing environment for individuals with mental health challenges who are going through difficult times. The program focuses on preventing crisis intervention or hospitalization by having participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with others toward their recovery. The IRC is staffed mainly by peer support staff and others with lived experience. The program facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the Emergency Department, CSU, and other service agencies involving a client's support network. The program has a minimum of four (4) possible beds and upon completion of remodel five (5) possible beds and operates 24 hours per day, 7 days per week (24/7).

1. Client Populations
    a. Eastern and Western Nevada County and Sierra County
    b. MHSA Assertive Community Treatment Team Members
    c. Medi-Cal adults, as well as adults with or without insurance
    d. Client's transitioned from higher level of services, including the Emergency Department (ED) and the Crisis Stabilization Unit (CSU)

2. The target population shall be residents of Nevada County and Sierra County who are:
    a. Over the age of 18 years;
    b. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care, including a psychiatric hospitalization, placement in an Institute of Mental Disease, Mental Health Rehabilitation Center, Crisis Stabilization Unit, or recently discharged from one of these placements, or experiencing a first episode or re-emergence of a psychotic break;
    c. Assessed and approved by the County Access Team and its Program Manager or his/her designee;
    d. Medically stable;
    e. Not under the influence of alcohol and/or drugs;
    f. Able to maintain acceptable personal hygiene;
    g. Be responsible for preparing meals and cleaning up after oneself;
    h. Understand and sign or initial necessary documentation;
    i. Willing to follow participant agreement upon entering the house; and have a place to return to when leaving Insight Respite Center.

3. The Contractor shall provide:
    a. The Facility
        i. Contractor-owned home large enough to house at least 5 clients once construction is completed
        ii. Home located in a community neighborhood, providing a friendly, safe, and supportive homelike environment
        iii. Admission, discharge, and other policies and procedures to operate the house
        iv. Personal rights policy
        v. Assist in maintaining buildings and grounds
        vi. Outdoor activity space
        vii. Indoor activity space
        viii. Fixtures, furniture, equipment, and supplies
        ix. Rehabilitative Mental Health Services
        x. Case Management Brokerage
        xi. Night and Weekend Supervision

2. Staffing
    a. Contractor's program staffing for the Insight Respite Center includes mainly those persons with lived experience, as either a person who has received psychiatrist services in the past for a mental illness or has lived with a family member with such experiences. The staff shall consist of the following:

        i. Regional Director - .10 FTE is an executive management position providing oversight to all Turning Point programs in Nevada County and shall allot time to

the oversight of the operations, training, budget, and crisis related interventions of the Center.

ii. Program Director -1.0 FTE shall be responsible for the overall management of the program with duties including, but not limited to, overseeing the implementation of program components, developing and managing the program and its budget, providing prompt intervention in resolving crisis events, including the coordination and use of other agencies when necessary for a resolution.

iii. Peer Support Specialist (PSS) - 6.0 FTE's will utilize their unique life experience, as well as therapeutic recovery – focused skills, to provide one-on-one counseling, including active, warm listening and empathy, along with messages of hope and recovery. The PSS will also provide community referrals and brief linkage services as necessary.

iv. Assistant Program Director/Lead Peer Support Specialist (APD/LPSS) - 1.0 FTE will be responsible for the tracking and entering of participant enrollments, along with all associated data into the Turning Point database, as well as, in the County electronic health record or designated computer programs. APD/LPSS will also provide administrative support when needed, as well as, scheduling and coordination of peer support staff.

v. Consultants- can be utilized if needed to support enhancement and training of the Peer Support Specialists. This would include staff from the Spirit Center, including the Executive Director and other appropriate experts, to support further training and oversight of the peer support services in a unique respite center. In addition, the County may also provide peer counselor trainers for this purpose.

The Insight Respite Center is peer-run, in coordination with clinical support from the Contractor and from the County, including a county therapist. The Program Director shall be onsite at the Center 40 hours per week. There shall be a Peer Support Specialist or Lead Peer Support Specialist onsite 24 hours per day, 7 days per week, and a second Peer Support Specialist shall be onsite daily at different times from 8 am to 12:00 am.

b. Training

i. The Spirit Empowerment Center shall include the following collaboration with Turning Point: referrals for perspective Insight Respite Center staff, an ongoing advisory relationship with Turning Point leadership, ongoing training for Insight Respite Center staff, advise Turning Point staff on outcomes and the determination of additional Evidence-Based Practices (EBPs), referrals for potential participants at the Insight Respite Center, and a six-week intensive interactive training program. Staff for the Insight Respite Center shall also be hired from a pool of peer support staff trained by the County, or from other training programs, or include individuals with unique life experiences and strong skill sets.

ii. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day,

seven days per week, including holidays.

iii. All new staff must have the ability to write progress notes reflecting Medi-Cal services as well as efficiently enter these notes into an electronic health record.

iv. Current staff will be provided additional training related to documentation of Medi-Cal services to support the increase of billable hours. Productivity standards for the program will be developed in accordance with County expectations for program sustainability.

v. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.

vi. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, gender, sexual identify, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law. The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

vii. All staff shall receive at least 10 hours per year in effective treatment interventions or other areas to support the mental health needs of the clients. Some examples of this training follow:

1. Basic knowledge of mental disorders
2. Counseling skills
3. Motivational Interviewing
4. Recovery philosophy and services
5. Wellness Recovery Action Plan (WRAP)
6. Trauma Informed Care, Acceptance and Commitment Therapy
7. Crisis Communication Skills
8. Pro-ACT philosophy
9. Applied Suicide Intervention Skills Training
10. Understanding Schizophrenia
11. Understanding Depression
12. Working with the multiple diagnosed individual
13. Principles of Substance Abuse
14. Medication usage
15. Working with individuals that have a severe personality disorder
16. Communication skills
17. Therapeutic exercises
18. Leisure time usage
19. Handling suicide threats or actions
20. Crisis management

21. Discharge planning
22. Knowledge of community services and resources
23. Principles of good nutrition including menu planning and proper food preparation and storage

3. Program Services
   a. The program shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations, and shall remain in full compliance during the term of this agreement. Contractor shall provide specialty mental health rehabilitation services and case management services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.

   b. The Center shall have a warm supportive home-like environment for individuals who receive active listening and empathy from peer support staff which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.

   c. Participants shall be offered an opportunity to utilize respite support up to 14 days. If individuals need additional time at the center, the Center team shall document, consider requests, and may authorize additional days. The maximum length of stay is 28 days per admission.

   d. The guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants. Peer support staff shall be invaluable in making the program warm and welcoming, in that they are able to share their own personal stories of challenges and recovery that help the participants connect and understand their own experiences. The principles of intentional peer support will define health as a working relationship between both the staff member and the participant working towards goals, not any one single person working alone.

   e. Peer support staff shall actively listen to participants in order to develop a comprehensive trauma-informed, crisis prevention WRAP plan. This plan will start with goal setting. The Center staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan shall help them to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the person. During their time at the Center, other natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.

f. The participants shall be linked with valuable community resources to support their recovery once they leave the Center which they may not have otherwise known. Staff shall also provide opportunities for clients to be in both individual and group experiences that support skill building in order to support the client in progressing toward his/her goals; staff shall regularly check in and interact throughout the day with the clients.

g. Early Transition/Termination may occur with clients if their behavior does not align with house rules, need a higher level of care, display significant threatening behavior or verbalize threats to self or others, decline to follow significant parts of their support plan at the house, achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time period (28 days), as determined by staff and the County. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. Contractor shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the team at County oversight meetings (see below).

h. All individuals who have transitioned or terminated early may be reviewed by an oversight process established by the County. The County shall also have the authority to terminate a participant at any time.

i. The Contractor shall offer a "warm line" 24 hours per day, 7 days per week that will offer support to former alumni of the Center over the phone or as a walk-in.

j. Contractor shall provide clinical supervision to all treatment staff, in accordance with the County policies and procedures.

k. All staff providing Specialty Mental Health Services shall maintain training for appropriate documentation.

4. Documentation of Services
   a. Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Each progress note must include the intervention that addresses the client's documented impairments as well as the client's response to the intervention.

   b. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, collateral contacts (when applicable) and progress toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.

c. CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.
    i. Services to be billed according to Title 9 regulations may include Assessment/Evaluation, Plan Development, Individual/Group Rehabilitation, Case Management/Brokerage, and Collateral.

5. Medi-Cal Performance Measurement Goals

Contractor will work to generate and maintain productivity standards sufficient to reach target service levels, which include at least 75 hours per month of Medi-Cal billable service. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations**.**

County and Contractor agree to reevaluate the program modality and staffing as original intent and implementation was to be a purely peer-led program. In order to generate productivity standards of 75 hours per month, salary adjustments may need to be made to hire Behavioral Health Specialists (with lived experience to maintain the peer-led intention) rather than Peer Support Specialists as we shift the program/staff requirements for program sustainability through staff attrition and turn-over.

6. Quality Assurance/Utilization Review/Compliance

The standard requirements in Regulations and the MH Plan contract shall apply to the Medi-Cal services provided through this contract. CONTRACTOR shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database.

The CONTRACTOR Quality Assurance (QA) staff shall review progress notes written by clinical staff monthly as needed. The CONTRACTOR QA staff shall submit a Chart Audit Report to the county quarterly to document 10 of the charts are audited to

7. Outcome Measures

Services provided under this Agreement shall meet the following outcome objectives:

a. Maintain a system that provides required data in compliance with MHSA and relevant grant reporting requirements, as outlined by the designated evaluator.

b. Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.

c. Complete required reporting forms.

d. Ensure that services are provided to eligible populations only

e. Maintain effective program planning

The Contractor shall provide information needed to understand access, quality, utilization, and client- and system-level outcomes to both the County and the designated evaluator for the County. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the Center. The Center staff shall work closely with the designated evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data shall be used by the evaluator to produce quarterly and annual reports.

MHSA reporting requirement include the following:

A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

a. The targeted number of clients to be served in each reporting quarter.

b. The total number of clients to be served in each reporting quarter.

c. The final Quarterly Progress Report shall include the total number of unduplicated client 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.

The County may desire services to be performed which are relevant to this contract but have not been included in this scope of the services 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 Center.

The County shall:

a. Provide intake assessment and oversight of the referral process to Center via the Access Team at the Grass Valley Adult Clinic, where final authorization of admission to the Center will be given by the Adult Services Program Manager or his/her designee.

b. Participate and lead team meetings involving key County and Contractor staff to oversee the process of placement in, services within, and transitions or terminations of clients from the Center. The team will meet regularly and determine client needs, program functioning, and any modifications necessary for successful

application of the principles outlined above.

c. Provide full range of services and support to clients within the Center to provide such services, including Care Coordination plan development, psychotherapy, service coordination and coordination of medication services.

d. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the County, Contractor, Spirit Peer Empowerment Center, designated grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties.

e. Make available all pertinent data and records for review.

f. Provide any necessary training on County mandated data systems, such as the Cerner Behavioral Health Solution, that the Contractor is not already familiar using.

g. Oversee relevant grant and MHSA related evaluations to ensure success of outcome data collection noted above.

h. Not direct or control the hiring of Contractor's staff; however, the parties acknowledge that from time to time a Contractor's staff may not provide services to the level, or in the manner, which is appropriate for the circumstances. In that event, County shall communicate any service or staff deficiencies to Contractor.

i. Ensure that all persons working within the crisis continuum of care will receive comprehensive training related to understanding the array of services with the Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Odyssey House, Sierra Nevada Memorial Hospital, Spirit Empowerment Center, and other County and Contractor programs that make up the crisis related services in this area.

j. Work in collaboration to ensure that all Center participants to the best extent possible have a clinically supported transition back to their home.

k. Shall provide a Quality Assurance Team who shall:
   i. Inform Contractor of County's documentation standards, authorization procedures, medical necessity requirements and procedures
   ii. Provide training as needed
   iii. Review Contractors procedures
   iv. Submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames

K. OTHER REQUIREMENTS FOR ALL PROGRAMS

1. Stabilization Funds: Funding Request Overview, Allowable Costs, & Procedures

   a. Funding Request Overview

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

b. Allowable Costs - Contractor shall abide by the following allowable costs guidelines:
   i. Costs directly related to meeting a client's planned goals and outcomes. They may include, but are not limited to, the following: Auto repair/maintenance, childcare, child participation in sport of activity, client transportation, clothing assistance, dental care/treatment, emergency and temporary shelter, family activity, food, hygiene assistance, housing assistance, job placement, medical care/treatment, supplies for celebrating an achievement.

c. Procedures
   i. All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A)
   ii. All requests will be signed by Contractor's Director (or his/her designee) prior to payment, for final authorization
   iii. Expenditure will be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County Behavioral Health Department.

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

2. <u>Outcome Measures:</u>

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

a. Providence Center, Catherine Lane, and Empire
   i. Decreased utilization and minimization of acute psychiatric inpatient hospitalization by clients
   ii. Decreased utilization of client of locked residential care facilities
   iii. Decreased client involvement with justice system
   iv. Decrease in number of days of homelessness
   v. Increase the number of days employed over the prior twelve-month period
   vi. Increase the utilization of supported housing.
   vii. Assist County in reducing utilization of IMD (Institute of Mental Disease)
   viii. Families and caregivers are supported.

b. The Contractor shall provide a written summary on a quarterly basis the following

outcomes, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:

i. Days of homelessness
ii. Days of psychiatric hospitalization
iii. Days of employment
iv. Days incarcerated in jail
v. 5150 assessments by Nevada County Crisis Team, at ER and other settings

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

i. Level of Care:
- categories of living independently with daily medication deliveries
- living independently without daily medication delivery
- Board and Care IMD
- Odyssey House

ii. Changes in MORs ratings as average across clients, beginning at onset of treatment as first comparison, rather than 12 months prior to treatment

3. Medi-Cal Certification and Goals:

Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

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

Objective a. Productivity standard for position types are as follows:

i. Licensed Psychiatric Technician 40%
ii. LPHA, Intern or Waivered 40%
iii. Mental Health Rehab Specialist 25%
iv. Peer Recovery Specialist 35%
v. Other Qualified Providers-Other designated MH Staff that bill Medi-cal 40%

Objective b. Contractor's shall have the goal of: Providence Center 90% of all clients being served as being Medi-Cal eligible; Catherine Lane 100% of all clients Medi-Cal eligible

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

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

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

4. Documentation

1. Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff will be contacted and consulted immediately within 24 hours at the latest.

2. Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven-year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

3. Additional Contractor's Responsibilities:

i. Maintain a system that provides required data in compliance with MHSA reporting requirements
ii. Contractor shall attend MHSA CSS/PEI Subcommittee Meeting and MHSA Steering Committee Meetings
iii. Ensure that services are provided to eligible populations only
iv. Maintain effective program planning
v. Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner
vi. MHSA reporting requirement include the following:
A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

1) The targeted number of individuals, clients, and families to be served in each reporting quarter
2) The total number of individuals, clients, and families to be served in each reporting quarter
3) The final quarterly progress report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year
4) The quarterly progress report shall be submitted no later than 30 days following the end of each reporting quarter.

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

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

The Contractor shall collect the following key event data:

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

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

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

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

1. Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care
2. Holistic Approach- services will be designed to support the whole person can attain the highest level of resiliency
3. Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration

with the support of consumer, family, and service and support providers.

4. Rehabilitation: promoting the ideals of "at home" and "out of trouble": through personal responsibility and accountability.
5. Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
6. Ensure services will be culturally competent and culturally responsive.

DCR Data Quality Metrics

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

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

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.

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

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed $5,996,518 for the period of July 1 2023, through June 30 2024. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Projected Summary of Compensation:

Program	Contract Maximum
Outpatient SMHS Services	$ 4,296,057
Client Supports	$ 236,922
Employment Program	$ 57,877
Public Defender Case Manager	$ 91,874
ECM Peer Personal Services Coordinator	$ 77,789
CMHC	$ 361,724
Respite	$ 774,275
Front-Loaded Incentives	$ 100,000
Total	**$ 5,996,518**

Direct Service Staff By Discipline	Hourly Rate
Psychiatrist/ Contracted Psychiatrist	$ 806.14
Nurse Practitioner	$ 502.70
RN	$ 410.62
Certified Nurse Specialist	$ 502.70
LVN	$ 215.71
Licensed Psychiatric Technician	$ 207.18
Psychologist/Pre-licensed Psychologist	$ 406.56
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	$ 272.77
Occupational Therapist	$ 350.22
Mental Health Rehab Specialist	$ 205.22
Peer Recovery Specialist	$ 205.22
Other Qualified Providers - Other Designated MH Staff that Bill Medical	$ 205.22

FINANCIAL TERMS

1. CLAIMING
   A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at

https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

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

C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

2. INVOICING

A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.

B. Invoices shall be provided to County after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B-2.

D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6 of Exhibit D.

E. Contractor shall submit invoices, and reports to:

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

3. ADDITIONAL FINANCIAL REQUIREMENTS

A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

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

4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through mutual agreement.

B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

C. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
D. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
E. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Non-Profit Supplemental Audit Provisions:

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

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

Non-Medi-Cal Documentation:

MHSA INN, AB109, CMHC Respite and client supports reimbursement will be based on actual salary/benefits of Contractor's assigned staff and related program expenses. Mileage reimbursement may not exceed the current IRS allowable rate. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

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

Payment Reform/EHR Transition Incentive Payments

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

Activity 1: By July 31, submit an attestation or other documentation showing that 80% of all direct-service staff have logged in to Streamline Electronic Health Record and completed all required training. $33,333

Activity 2: By August 31, submit documentation demonstrating use of a productivity report that tracks billable time for direct service staff. $33,333

Activity 3: By September 30, submit a budget-actual report of expenses and revenues for the month of July. $33,334

Records to be Maintained:

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

ATTACHMENT "A"

NEVADA COUNTY
BEHAVIORAL HEALTH

STABILIZATION FUNDING REQUEST FORM

Person Making Request: Name: _____

Agency: _____

Date of Request:_____ **COUNTY**

VENDOR I.D. NO._____ **Payment To:** _____

_____

Name:_____ **Phone:**

_____

Address:_____ **FAX:**

_____

Description of Services Covered by Payment:

Date Funds are Needed by Participant: _____

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

Payment For: (Participant(s) Name) _____

Payment Totals: **$**

_____

Payment Method ☐ Credit Card **$**

_____

☐ Check/Warrant **$**

☐ Paid Directly by Contractor **$**

GRAND TOTAL: **$**

_____

PURCHASE APPROVED BY

Executive Director Signature _____

Date: _____

EXHIBIT "B-2"
SCHEDULE OF SPECIALTY MENTAL HEALTH SERVICE RATES
TURNING POINT COMMUNITY PROGRAMS, INC.

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

Program	Discipline	CPT Code Name	CPT Code	Hourly Rate
Day Rehabilitation	Clinical Nurse Specialist	Intensive Care Coordination	T1017	$502.70
		Targeted Case Management, Each 15 Minutes	T1017	$502.70
	Licensed Psychiatric Technician	Intensive Care Coordination	T1017	$207.18
		Targeted Case Management, Each 15 Minutes	T1017	$207.18
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Intensive Care Coordination	T1017	$272.77
		Targeted Case Management, Each 15 Minutes	T1017	$272.77
	LVN	Intensive Care Coordination	T1017	$215.71
		Targeted Case Management, Each 15 Minutes	T1017	$215.71
	Mental Health Rehab Specialist	Intensive Care Coordination	T1017	$205.22
		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Nurse Practitioner	Intensive Care Coordination	T1017	$502.70
		Targeted Case Management, Each 15 Minutes	T1017	$502.70
	Other Qualified Providers - Other Designated MH staff that bill medical	Intensive Care Coordination	T1017	$205.22
		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Peer Recovery Specialist	Intensive Care Coordination	T1017	$205.22
		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Physicians Assistant	Intensive Care Coordination	T1017	$453.39
		Targeted Case Management, Each 15 Minutes	T1017	$453.39
	Psychiatrist	Intensive Care Coordination	T1017	$806.14
		Targeted Case Management, Each 15 Minutes	T1017	$806.14
	Psychologist/Pre-licensed Psychologist	Intensive Care Coordination	T1017	$406.56
		Targeted Case Management, Each 15 Minutes	T1017	$406.56
	RN	Intensive Care Coordination	T1017	$410.62
		Targeted Case Management, Each 15 Minutes	T1017	$410.62
Outpatient	Clinical Nurse Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$502.70
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$502.70
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$502.70

		Intensive Care Coordination	T1017	$502.70
		Intensive Home Based Services	H2017,	$502.70
		Interactive Complexity	90785	$502.70
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$502.70
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$502.70
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$502.70
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$502.70
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$502.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$502.70
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$502.70
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$502.70
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$502.70
		Psychotherapy, 30 Minutes with Patient	90832	$502.70
		Psychotherapy, 45 Minutes with Patient	90834	$502.70

Outpatient	Clinical Nurse Specialist	Psychotherapy, 60 Minutes with Patient	90837	$502.70
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$502.70
		Targeted Case Management, Each 15 Minutes	T1017	$502.70
		Interdisciplinary Team Meeting (client/family not present)	99368	$502.70
		Interdisciplinary Team Meeting (client/family present)	99366	$502.70
	Licensed Psychiatric Technician	Crisis Intervention Service, per 15 Minutes	H2011	$207.18
		Intensive Care Coordination	T1017	$207.18
		Intensive Home Based Services	H2017,	$207.18
		Interactive Complexity	90785	$207.18
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$207.18
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$207.18
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$207.18
		Targeted Case Management, Each 15 Minutes	T1017	$207.18
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Crisis Intervention Service, per 15 Minutes	H2011	$272.77
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$272.77
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$272.77
		Intensive Care Coordination	T1017	$272.77
		Intensive Home Based Services	H2017,	$272.77
		Interactive Complexity	90785	$272.77

		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$272.77
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$272.77
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$272.77
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$272.77
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$272.77
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$272.77
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$272.77
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$272.77
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$272.77
		Psychotherapy, 30 Minutes with Patient	90832	$272.77
		Psychotherapy, 45 Minutes with Patient	90834	$272.77
		Psychotherapy, 60 Minutes with Patient	90837	$272.77
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$272.77
		Targeted Case Management, Each 15 Minutes	T1017	$272.77
		Interdisciplinary Team Meeting (client/family not present)	99368	$272.77
		Interdisciplinary Team Meeting (client/family present)	99366	$272.77
	LVN	Crisis Intervention Service, per 15 Minutes	H2011	$215.71
		Intensive Care Coordination	T1017	$215.71
		Intensive Home Based Services	H2017,	$215.71
		Interactive Complexity	90785	$215.71
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$215.71
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$215.71
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$215.71
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$215.71
		Targeted Case Management, Each 15 Minutes	T1017	$215.71
Outpatient	Mental Health Rehab Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$205.22
		Intensive Care Coordination	T1017	$205.22
		Intensive Home Based Services	H2017,	$205.22
		Interactive Complexity	90785	$205.22
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$205.22
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22

		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Nurse Practitioner	Crisis Intervention Service, per 15 Minutes	H2011	$502.70
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$502.70
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$502.70
		Intensive Care Coordination	T1017	$502.70
		Intensive Home Based Services	H2017,	$502.70
		Interactive Complexity	90785	$502.70
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$502.70
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$502.70
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$502.70
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$502.70
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$502.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$502.70
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$502.70
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$502.70
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$502.70
		Psychotherapy, 30 Minutes with Patient	90832	$502.70
		Psychotherapy, 45 Minutes with Patient	90834	$502.70
		Psychotherapy, 60 Minutes with Patient	90837	$502.70
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$502.70
		Targeted Case Management, Each 15 Minutes	T1017	$502.70
		Interdisciplinary Team Meeting (client/family not present)	99368	$502.70
		Interdisciplinary Team Meeting (client/family present)	99366	$502.70
	Other Qualified Providers - Other Designated MH staff that bill medical	Crisis Intervention Service, per 15 Minutes	H2011	$205.22
		Intensive Care Coordination	T1017	$205.22
		Intensive Home Based Services	H2017,	$205.22
		Interactive Complexity	90785	$205.22
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$205.22
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22
		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Peer Recovery Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$205.22

		Intensive Care Coordination	T1017	$205.22
		Intensive Home Based Services	H2017,	$205.22
		Interactive Complexity	90785	$205.22
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
Outpatient	Peer Recovery Specialist	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22
		Targeted Case Management, Each 15 Minutes	T1017	$205.22
	Physicians Assistant	Crisis Intervention Service, per 15 Minutes	H2011	$453.39
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$453.39
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$453.39
		Intensive Care Coordination	T1017	$453.39
		Intensive Home Based Services	H2017,	$453.39
		Interactive Complexity	90785	$453.39
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$453.39
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$453.39
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$453.39
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$453.39
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$453.39
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$453.39
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$453.39
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$453.39
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$453.39
		Psychotherapy, 30 Minutes with Patient	90832	$453.39
		Psychotherapy, 45 Minutes with Patient	90834	$453.39
		Psychotherapy, 60 Minutes with Patient	90837	$453.39
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$453.39
		Targeted Case Management, Each 15 Minutes	T1017	$453.39
		Interdisciplinary Team Meeting (client/family not present)	99368	$453.39
		Interdisciplinary Team Meeting (client/family present)	99366	$453.39
	Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	$806.14
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$806.14
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$806.14
		Intensive Care Coordination	T1017	$806.14

		Intensive Home Based Services	H2017,	$806.14
		Interactive Complexity	90785	$806.14
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$806.14
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$806.14
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$806.14
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$806.14
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$806.14
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$806.14
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$806.14
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$806.14
		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$806.14
		Psychotherapy, 30 Minutes with Patient	90832	$806.14
		Psychotherapy, 45 Minutes with Patient	90834	$806.14
		Psychotherapy, 60 Minutes with Patient	90837	$806.14
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$806.14
Outpatient	Psychiatrist	Targeted Case Management, Each 15 Minutes	T1017	$806.14
		Interdisciplinary Team Meeting (client/family not present)	99368	$806.14
		Interdisciplinary Team Meeting (client/family present)	99366	$806.14
	Psychologist/Pre-licensed Psychologist	Crisis Intervention Service, per 15 Minutes	H2011	$406.56
		Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	$406.56
		Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	$406.56
		Intensive Care Coordination	T1017	$406.56
		Intensive Home Based Services	H2017,	$406.56
		Interactive Complexity	90785	$406.56
		Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	$406.56
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$406.56
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$406.56
		Multiple-Family Group Psychotherapy, 15 Minutes	90849	$406.56
		Psychiatric Diagnostic Evaluation, 15 Minutes	90791	$406.56
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$406.56
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$406.56
		Psychotherapy for Crisis, Each Additional 30 Minutes	90840	$406.56

		Psychotherapy for Crisis, First 30-74 Minutes 84	90839	$406.56
		Psychotherapy, 30 Minutes with Patient	90832	$406.56
		Psychotherapy, 45 Minutes with Patient	90834	$406.56
		Psychotherapy, 60 Minutes with Patient	90837	$406.56
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$406.56
		Targeted Case Management, Each 15 Minutes	T1017	$406.56
		Interdisciplinary Team Meeting (client/family not present)	99368	$406.56
		Interdisciplinary Team Meeting (client/family present)	99366	$406.56
	RN	Crisis Intervention Service, per 15 Minutes	H2011	$410.62
		Intensive Care Coordination	T1017	$410.62
		Intensive Home Based Services	H2017,	$410.62
		Interactive Complexity	90785	$410.62
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$410.62
		Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	$410.62
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$410.62
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$410.62
		Targeted Case Management, Each 15 Minutes	T1017	$410.62
		Interdisciplinary Team Meeting (client/family not present)	99368	$410.62
		Interdisciplinary Team Meeting (client/family present)	99366	$410.62
Peer Support Services	Clinical Nurse Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$502.70
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$502.70
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$502.70
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$502.70
		Targeted Case Management, Each 15 Minutes	T1017	$502.70
	Licensed Psychiatric Technician	Crisis Intervention Service, per 15 Minutes	H2011	$207.18
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$207.18

Peer Support Services	Licensed Psychiatric Technician	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$207.18
		Targeted Case Management, Each 15 Minutes	T1017	$207.18
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Crisis Intervention Service, per 15 Minutes	H2011	$272.77
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$272.77
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$272.77
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$272.77
		Targeted Case Management, Each 15 Minutes	T1017	$272.77

LVN	Crisis Intervention Service, per 15 Minutes	H2011	$215.71
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$215.71
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$215.71
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$215.71
	Targeted Case Management, Each 15 Minutes	T1017	$215.71
Mental Health Rehab Specialist	Crisis Intervention Service, per 15 Minutes	H2011	$205.22
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22
	Targeted Case Management, Each 15 Minutes	T1017	$205.22
Nurse Practitioner	Crisis Intervention Service, per 15 Minutes	H2011	$502.70
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$502.70
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$502.70
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$502.70
	Targeted Case Management, Each 15 Minutes	T1017	$502.70
Other Qualified Providers - Other Designated MH staff that bill medical	Crisis Intervention Service, per 15 Minutes	H2011	$205.22
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22
	Targeted Case Management, Each 15 Minutes	T1017	$205.22
Peer Recovery Specialist	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	H0025	$205.22
	Crisis Intervention Service, per 15 Minutes	H2011	$205.22
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$205.22
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$205.22
	Self-help/peer services per 15 minutes	H0038	$205.22
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$205.22
	Targeted Case Management, Each 15 Minutes	T1017	$205.22
Physicians Assistant	Crisis Intervention Service, per 15 Minutes	H2011	$453.39
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$453.39
	Psychosocial Rehabilitation, per 15 Minutes	H2017	$453.39
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$453.39
	Targeted Case Management, Each 15 Minutes	T1017	$453.39

	Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	$806.14
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$806.14
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$806.14
Peer Support Services	Psychiatrist	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$806.14
		Targeted Case Management, Each 15 Minutes	T1017	$806.14
	Psychologist/Pre-licensed Psychologist	Crisis Intervention Service, per 15 Minutes	H2011	$406.56
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$406.56
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$406.56
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$406.56
		Targeted Case Management, Each 15 Minutes	T1017	$406.56
	RN	Crisis Intervention Service, per 15 Minutes	H2011	$410.62
		Mental Health Assessment by Non- Physician, 15 Minutes	H0031	$410.62
		Psychosocial Rehabilitation, per 15 Minutes	H2017	$410.62
		Sign Language or Oral Interpretive Services, 15 Minutes	T1013	$410.62
		Targeted Case Management, Each 15 Minutes	T1017	$410.62
Psychological Testing Servic	Clinical Nurse Specialist	Psychological Testing Evaluation, Each Additional Hour	96131	$502.70
		Psychological Testing Evaluation, First Hour	96130	$502.70
	Nurse Practitioner	Psychological Testing Evaluation, Each Additional Hour	96131	$502.70
		Psychological Testing Evaluation, First Hour	96130	$502.70
	Physicians Assistant	Psychological Testing Evaluation, Each Additional Hour	96131	$453.39
		Psychological Testing Evaluation, First Hour	96130	$453.39
	Psychiatrist	Psychological Testing Evaluation, Each Additional Hour	96131	$806.14
		Psychological Testing Evaluation, First Hour	96130	$806.14
	Psychologist/Pre-licensed Psychologist	Psychological Testing Evaluation, Each Additional Hour	96131	$406.56
		Psychological Testing Evaluation, First Hour	96130	$406.56
Psychiatry Services	Clinical Nurse Specialist	Medication Training and Support, per 15 Minutes	H0034	$502.70
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$502.70
		Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	99204	$502.70
		Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	99205	$502.70

		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$502.70
		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$502.70
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$502.70
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$502.70
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$502.70
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$502.70
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$502.70
		Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$502.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$502.70
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$502.70
Psychiatry Services	Clinical Nurse Specialist	Telephone Evaluation and Management Service, 21-30 Minutes	99443	$502.70
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$502.70
	Licensed Psychiatric Technician	Medication Training and Support, per 15 Minutes	H0034	$207.18
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$207.18
	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$272.77
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$272.77
	LVN	Medication Training and Support, per 15 Minutes	H0034	$215.71
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$215.71
	Mental Health Rehab Specialist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$205.22
	Nurse Practitioner	Medication Training and Support, per 15 Minutes	H0034	$502.70
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$502.70
		Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	99204	$502.70
		Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	99205	$502.70
		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$502.70

		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$502.70
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$502.70
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$502.70
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$502.70
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$502.70
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$502.70
		Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$502.70
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$502.70
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$502.70
		Telephone Evaluation and Management Service, 21-30 Minutes	99443	$502.70
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$502.70
	Other Qualified Providers - Other Designated MH staff that bill medical	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$205.22

Psychiatry Services				
	Peer Recovery Specialist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$205.22
	Physicians Assistant	Medication Training and Support, per 15 Minutes	H0034	$453.39
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$453.39
		Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	99204	$453.39
		Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	99205	$453.39
		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$453.39
		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$453.39
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$453.39
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$453.39
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$453.39
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$453.39
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$453.39
		Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$453.39

		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$453.39
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$453.39
		Telephone Evaluation and Management Service, 21-30 Minutes	99443	$453.39
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$453.39
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$453.39
	Psychiatrist	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More	99367	$806.14
		Medication Training and Support, per 15 Minutes	H0034	$806.14
		Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	$806.14
		Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	99204	$806.14
		Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	99205	$806.14
		Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	$806.14
		Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	$806.14
		Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	$806.14
		Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	$806.14
		Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	$806.14
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$806.14
		Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	$806.14

Psychiatry Services	Psychiatrist	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	$806.14
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$806.14
		Telephone Evaluation and Management Service, 11-20 Minutes	99442	$806.14
		Telephone Evaluation and Management Service, 21-30 Minutes	99443	$806.14
		Telephone Evaluation and Management Service, 5-10 Minutes	99441	$806.14
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$806.14

	Psychologist/Pre-licensed Psychologist	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$406.56
		Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	$406.56
	RN	Medication Training and Support, per 15 Minutes	H0034	$410.62
		Oral Medication Administration, Direct Observation, 15 Minutes	H0033	$410.62
		Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	96372	$410.62
Specialty Medication Admin	Clinical Nurse Specialist	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	96377	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	96366	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	96365	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	96367	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	96368	$502.70
		Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	96371	$502.70
		Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	96370	$502.70
		Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	96369	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	96376	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	96375	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Intra-Arterial, 15 Minutes	96373	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	96374	$502.70
	Nurse Practitioner	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	96377	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	96366	$502.70

Specialty Medication Admin	Nurse Practitioner	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	96365	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	96367	$502.70
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	96368	$502.70
		Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	96371	$502.70

		Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	96370	$502.70
		Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	96369	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	96376	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	96375	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Intra-Arterial, 15 Minutes	96373	$502.70
		Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	96374	$502.70
	Physicians Assistant	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	96377	$453.39
		Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	96366	$453.39
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	96365	$453.39
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	96367	$453.39
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	96368	$453.39
		Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	96371	$453.39
		Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	96370	$453.39
		Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	96369	$453.39
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	96376	$453.39
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	96375	$453.39
		Therapeutic, Prophylactic, or Diagnostic Injection; Intra-Arterial, 15 Minutes	96373	$453.39
		Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	96374	$453.39
	Psychiatrist	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	96377	$806.14
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	96365	$806.14
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	96367	$806.14
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	96368	$806.14
		Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	96371	$806.14
Specialty Medication Admin	Psychiatrist	Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	96370	$806.14

		Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	96369	$806.14
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	96376	$806.14
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	96375	$806.14
		Therapeutic, Prophylactic, or Diagnostic Injection; Intra-Arterial, 15 Minutes	96373	$806.14
		Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	96374	$806.14
	RN	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	96377	$410.62
		Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	96366	$410.62
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	96365	$410.62
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	96367	$410.62
		Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	96368	$410.62
		Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	96371	$410.62
		Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	96370	$410.62
		Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	96369	$410.62
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	96376	$410.62
		Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	96375	$410.62
		Therapeutic, Prophylactic, or Diagnostic Injection; Intra-Arterial, 15 Minutes	96373	$410.62
		Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	96374	$410.62

EXHIBIT C
INSURANCE REQUIREMENTS
TURNING POINT COMMUNITY PROGRAMS, INC.

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

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

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 polices 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.
2. 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.
3. 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.
4. 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.
5. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS
   A. Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:
      1) California Code of Regulations, Title 9;
      2) California Code of Regulations, Title 22;
      3) California Welfare and Institutions Code, Division 5;
      4) United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
      5) United States Code of Federal Regulations, Title 45;
      6) United States Code, Title 42 (The Public Health and Welfare), as applicable;
      7) Balanced Budget Act of 1997;
      8) Health Insurance Portability and Accountability Act (HIPAA); and

9) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.
10) Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of $100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

11) For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see http://oig.hhs.gov/exclusions/index.asp and http://files.medical.ca.gov/pubsdoco/SandILanding.asp). Contractor shall check monthly and immediately report to the department if there is a change of status.
12) Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient number of bilingual persons in order to provide certain information and render certain services in a language other than English.

13) Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services ("DHCS") any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

Article 3. SERVICES AND ACCESS PROVISIONS

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

meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

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

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

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

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

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

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

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

3. ADDITIONAL CLARIFICATIONS

A. Criteria

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

B. Diagnosis Not a Prerequisite

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

4. MEDICAL NECESSITY

A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the

client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time-of-service provision.

B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

5. COORDINATION OF CARE

A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

6. CO-OCCURRING TREATMENT AND NO WRONG DOOR

A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:

I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

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

Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION

A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.

B. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.

C. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.

D. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
E. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

2. DOCUMENTATION REQUIREMENTS
   A. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
   B. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
   C. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.
3. ASSESSMENT
   A. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
   B. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
   C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
   D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.
4. ICD-10
   A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
   B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
   C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.
5. PROBLEM LIST
   A. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
   B. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
   C. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

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

6. TREATMENT AND CARE PLANS
   A. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement (such as completion of ISSP's when applicable, TCM Care Plan, Peer plan of care, discharge plan of care, ICC care plan, IHBS care plan, TFC care plan, TBS client care plan, STRTP treatment plan or other plans as identified in BHIN 22-019)
7. PROGRESS NOTES
   A. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
   B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
   C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
   D. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
   E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
8. TRANSITION OF CARE TOOL
   A. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
   B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.
   C. Contractor may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.
9. TELEHEALTH
   A. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.
   B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
   C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
   D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such

services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT

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

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

A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

6. REASONS FOR RECOUPMENT
   A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
   B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
      I. Identification of Fraud, Waste or Abuse as defined in federal regulation
         a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
         b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
      II. Overpayment of Contractor by County due to errors in claiming or documentation.
      III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
   C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
7. COOPERATION WITH AUDITS
   A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
   B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
   C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
   D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

Article 6. CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION
   A. Contractor shall inform Medi-Cal Beneficiaries of their rights regarding appeals and grievances.
   B. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

C. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
D. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
E. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD. The Contractor must use the County approved NOABD forms.
F. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
G. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
H. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.

2. Advanced Directives
   Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
3. Continuity of Care
   Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Article 7. PROGRAM INTEGRITY

1. GENERAL
   As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).
2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS
   A. Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
   B. Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.
   C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
   D. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

I. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
II. A history of loss of license or felony convictions;
III. A history of loss or limitation of privileges or disciplinary activity;
IV. A lack of present illegal drug use; and
V. The application's accuracy and completeness

E. Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.
F. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
G. Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.
H. If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. SCREENING AND ENROLLMENT REQUIREMENTS
   A. County shall ensure that all Contractor providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
   B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor of up to 120 days but shall terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
   C. Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).
4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS
   A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
      I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
      II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
      III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
V. Effective lines of communication between the Compliance Officer and the organization's employees.
VI. Enforcement of standards through well-publicized disciplinary guidelines.
VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
VIII. The requirement for prompt reporting and repayment of any overpayments identified.

B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County **within 30 calendar days** after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES
A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)
C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
I. Disclosure of 5% or More Ownership Interest:

a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

II. Disclosures Related to Business Transactions:
a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.
b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:
a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

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

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

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

B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and

monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:

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

C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
   I. https://www.ssdmf.com/ - Social Security Death Master File
D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

Article 8. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
   A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
   B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
   C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
      I. Surveying client/family satisfaction with the Contractor's services at least annually.
      II. Evaluating client grievances, appeals and State Hearings at least annually.
      III. Evaluating requests to change persons providing services at least annually.
      IV. Informing the County and clients of the results of client/family satisfaction activities.

D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
F. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
G. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
H. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY
   A. The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
   B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
   C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.
   D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.
3. TIMELY ACCESS
   A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
   B. Timely access standards include:
      I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
      II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.

IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Care Coordination, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.

VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES
   A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:
      I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
      II. They consider the needs of the clients;
      III. They are adopted in consultation with contracting health care professionals; and
      IV. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).
   B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).
5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
   A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
   B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.
6. PHYSICIAN INCENTIVE PLAN
   If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).
7. REPORTING UNUSUAL OCCURRENCES
   A. Contractor shall report unusual occurrences to the Director and to the QA Department. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Contractor will report UOR on County approved UOR/AIR form, Reports are to include the following elements:
   I. Complete written description of event including outcome;
   II. Written report of Contractor's investigation and conclusions;
   III. List of persons directly involved and/or with direct knowledge of the event.
C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

Article 9. ADDITIONAL FINAL RULE PROVISIONS

1. 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.
2. PHYSICAL ACCESSIBILITY
   In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
3. 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.
4. 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.

5. 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, waivered, or registered mental health providers.. § 438.100.

Article 10. RIGHT TO MONITOR

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

7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

Article 11. SITE INSPECTION

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

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

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

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

Contractor agrees to:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "G"
ADDITIONAL FUNDING TERMS AND CONDITIONS
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ACT(SAMHSA) COMMUNITY MENTAL HEALTH CENTERS (CMHC) GRANT

1. **FEDERAL AWARD IDENTIFICATION**: Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the SUBRECIPIENT as a sub-award and include the following information:
    a. Subrecipient Name: Turning Point Community Programs, Inc.

    b. Project Description: Enable community mental health centers to support and restore the delivery of clinical services that were impacted by the COVID-19 pandemic(CMHC).

    c. Subrecipient DUNS Number: 021989819/D9EWEFTMEFM7

    d. Federal Funds Obligated to the Sub-recipient: $120,000

    e. Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)

    f. Pass Through Entity: County of Nevada

    g. Federal Award Identification Number (FAIN) : H79SM085608

    h. Catalog of Federal Domestic Assistance (CFDA) name: Block Grants for Community Mental Health Services

    i. Catalog of Federal Domestic Assistance (CFDA) number: 93.958

    j. Contract Term: Start date: 7/1/2023 End date: 9/30/2023

    k. Research and Development Grant: ☐ Yes ☒No

    l. Indirect Cost Rate: ☐ Yes ☒No ☐N/A-De Minimis Indirect Cost Rate

SUMMARY PAGE

Turning Point Community Programs, Inc.

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

SUMMARY OF MATERIAL TERMS

Max Annual Price: $5,996,518

Contract Start Date: 7/1/2023 **Contract End Date:** 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

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

FUNDING

1589-40110-493-8301 / 521520
1512-40110-493-1000 / 521520
1589-40110-493-8502 / 521520

LICENSES AND PREVAILING WAGES

Designate all required licenses: Contractor will maintain all licenses required to comply with DHCS and medi-cal for service delivery.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		**CONTRACTOR:**	
Nevada County Behavioral Health Department, Health and Human Services Agency		Turning Point Community Programs, Inc.	
Address:	500 Crown Point Circle, Suite 100	Address	10850 Gold Center Drive
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Rancho Cordova, CA 95670
Attn:	Cari Yardley	Attn:	Al Rowlett
Email:	Cari.Yardley@nevadacountyca.gov	Email:	AlRowlett@tpcp.org
Phone:	(530) 470-2559	Phone:	(916) 364-8395

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

ATTACHMENTS

Exhibit A: Schedule of Services	**Exhibit D:** Behavioral Health Provisions
Exhibit B: Schedule of Charges and Payments	**Exhibit E:** Schedule of HIPAA Provisions
Exhibit C: Insurance Requirements	**Exhibit G:** Additional Funding Terms and Conditions

NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE EMPLOYEES/CONTRACTORS

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

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

DECLARATION

I, _____ (name) on behalf of

____ myself, or
____ _____

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

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

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

_____ _____
(Signature) (Date)