

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

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

VICTOR COMMUNITY SUPPORT SERVICES, INC.

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

(§1) **Provision of services related to the Mental Health Services Act (MHSA) Children's Assertive Community Treatment (ACT), Wraparound and Therapeutic Behavior Services (TBS).**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$1,669,841
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

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

NOTICE & IDENTIFICATION

(§33) **Contractor: Victor Community Support Services, Inc.**
1360 East Lassen Avenue
Chico, California 95973
Contact Person: Jaclyn Phillips, Financial Analyst
Phone: (530) 230-1282
E-mail: jphillips2@victor.org

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Phebe Bell
Phone: (530) 470-2784
E-mail: Phebe.Bell@co.nevada.ca.us

Funding: 1589-40104-493-1000/521520;
1512-40104-493-1000/521520

CFDA No.: N/A
CFDA Agreement No.: N/A

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

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

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

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

Time for Performance

3. **Contract Term:**

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

4. **Liquidated Damages:**

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

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

5. **Time of the Essence:**

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

Insurance

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

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

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers’ compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Certificate of Good Standing:

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

16. Prevailing Wage and Apprentices:

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

17. Accessibility (County Resolution No. 00190):

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

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

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

19. Drug-Free Workplace:

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

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

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

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

21. Conflict of Interest:

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

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

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

23. Cost Disclosure:

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

Default and Termination

24. Termination:

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

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

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

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

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

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

25. Suspension:

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

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

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

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

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

27. Non-Profit Provisions:

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

a. Reporting Requirements:

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

b. Supplemental Audit Provisions:

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

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

28. Intellectual Property:

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

29. Entire Agreement:

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

30. Jurisdiction and Venue:

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

31. Compliance with Applicable Laws:

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

32. Confidentiality:

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

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

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

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

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

33. Notices:

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

34. Authority:

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

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

CONTRACTOR:

COUNTY OF NEVADA:

Edward E. Hackett
Chief Financial Officer

Richard Anderson
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

**EXHIBIT “A”
SCHEDULE OF SERVICES
VICTOR COMMUNITY SUPPORT SERVICES, INC.**

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

Clients Served: The ongoing caseload of qualified juveniles to be served by the Wraparound Informed Full Service Partnership model and Therapeutic Behavioral Services (TBS) under this agreement is 50 children.

List of Services/Authorization Responsibilities

1. Mental Health Services
2. Case Management, Brokerage
3. Medication Support
4. Crisis Intervention
5. Therapeutic Behavioral Services (TBS)
6. Mental Health Services Act (MHSA) outreach
7. Wraparound Informed Full Service Partnership (FSP)
8. Katie A. (Pathways to Well-Being) services including Intensive Case Coordination (ICC) and In home based services (IHBS)
9. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

1. Eastern and Western Nevada County
2. Educationally-Related Mental Health Services
3. Child Welfare Services (CWS) and Probation youth needing full-service partnership
4. SB163 Children and youth
5. Children in the Katie A subclass
6. Other clients as referred

Staffing and Facilities

The Contractor will maintain positions consistent with the principles of Full Service Partnership Mental Health Services, Therapeutic Behavioral Services, SB163 Wraparound and other standards of service related to this contract, including but not limited to:

- Director and Clinical Supervisors
- Psychiatrist
- Psychotherapists
- Case Manager/Facilitator/Mental Health Rehabilitation Specialist
- Family Support Counselors Substance Abuse Counselor
- Family Partner

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

Program Services:

I. Target Population

All Contractor services will be targeted to serve Nevada County children and their families. All referred individuals will meet the established County’s criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services will be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services will be provided to children up through age 22 that meet program eligibility requirements.

These individuals, because of their diagnosis are:

- 1) at risk of, or history of psychiatric hospitalization, residential care or out of home placement;
- 2) homeless or at risk of being homeless;
- 3) at risk of aging out of foster care without permanent supportive relationships; or
- 4) at risk of academic failure or current school disciplinary problems; and
- 5) at risk of or current involvement in the juvenile justice system and
- 6) in the Katie A subclass of children.

This population also includes CWS, Probation and Special Education youth needing FSP services.

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

All referrals to the program will be screened and authorized by the County using mutually agreed upon established protocols. Referrals will be evaluated using the Child and Adolescent Needs and Strengths (CANS) assessment tool in collaboration between Contractor and County Access Team members. Specific needs and risk thresholds agreed upon by Contractor and the Access Team must be met on the CANS in the domains of Living Situation, Risk Behaviors, Life Functioning, and Mental/Behavioral/Emotional Needs in order to refer into Contractor program. . Priority admission protocols will be established for children and youth at imminent risk of loss of current placement or hospitalization so they can receive expedited access to avoid placement disruption or more intensive levels of care.

Contractor shall implement all services consistent with the principles of Wraparound standards of service. Each Contractor position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

II. Intensive Full Service Partnership Wraparound Services

Contractor shall provide Wraparound Services as a Full Service Partnership (FSP) consistent with Nevada County’s approved Senate Bill 163 plan. The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be

provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. It includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through an interagency collaborative approach that includes family participation and the family as an active team member. Contractor shall provide Wraparound services to eligible children, youth and their families in Nevada County.

Contractor will utilize a “no reject, no eject” philosophy.

A. Comprehensive Program Description for MHSA Wraparound Team

Contractor shall provide Wraparound services as a Full Service Partnership (FSP) consistent with Nevada County’s approved MHSA Community Services and Supports (CSS) Plan. Each Team position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. Wraparound includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through the Child and Family Team. The Wraparound team will attempt contact with youth and family within three business days of receiving the referral.

In the process of providing Wraparound services, Contractor shall commit to meeting the specialized needs in Nevada County while ensuring that the MHSA principles- consumer and family driven services that promote wellness and resilience are embedded in all services strategies.

Contractor shall serve as the lead organization. Additionally, Contractor expects to subcontract with other providers with the approval of County for the delivery of mental health treatment services. Contractor will be solely responsible for the delivery of Wraparound contracted services.

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

Services will consist of a well-defined planning and service delivery methodology, with the following included as key components of services:

- The FSPteam will attempt contact with the youth and family within three business days and offer a face to face intake appointment within ten business days of receiving the referral. FSPteam will provide weekly update to County on status of each referral.

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

Wraparound Informed FSP Service Structure:

The Wraparound Facilitator will rapidly identify and engage a Child and Family Team (CFT) made up of the child/youth, the family, identified involved professionals and others who are

invested in this child and/or family's success. Additional Wraparoundstaff including a Family Partner, Behavioral Specialists, Psychiatrist and Therapists will participate as needed. By the end of the wraparoundprocess, the goal is that more natural, unpaid supports are on the team than professionals. Together, the team will develop and implement an ISP that addresses the child and family's concerns while identifying and building on strengths and resources.

The FSP will demonstrate the team's ability to translate the child or youth's and/or caregiver's target behaviors into an understanding of the underlying function and needs the behavior is expressing. The function may reflect a biochemical imbalance, the impact of trauma, learning disabilities, or insufficient concrete resources such as food, clothing or shelter. Interventions will be customized to improve family and child functioning across multiple life domains. Special attention will be paid to recognizing and ensuring appropriate response to drug and alcohol and co-occurring disorders to ensure appropriate access to resources. Contractor will work with a wide variety of community organizations to support access to available resources.

Services will be provided in home and community settings and will be available when and where the problematic behaviors occur. Planning meetings will occur at times and locations for the convenience of the family. Interventions and strategies will be developed to resolve presenting crisis situations and individualized safety plans will be refined as behavior and identified needs change. Plans will move from reactive strategies to proactive coping and replacement strategies with development of sustainable support resources. Planned service can occur any time of day or day of the week, as needed. Easy access to staff will be available 24/7 in response to unplanned service needs, supporting and coaching families to follow safety plans, making adaptations as needed, or providing emotional support.

Wraparound Informed FSP Services shall integrate the following:

- An assessment and completion of an ISP. The ISP is developed and implemented by the CFT as the primary deliverable of Phase 2 while reflecting perspectives of all team members, the plan is dominated by the vision and goals set by the family. Ensuring safety is always included as a non-negotiable goal. The implementation of the plan and follow-through on action items is monitored by the Contractor facilitator and reviewed at every CFT meeting. Plans are evaluated by the team members. As changes are agreed upon by the team, the notes of the CFT meeting record those changes.
- Collect required data that supports the desired outcomes of the program, including Child and Adolescent Needs and Strengths (California CANS 50) and Pediatric Symptoms Checklist (PSC-35)
- Enter CANS and PSC-35 data into Electronic Health Record by the 15th of the next month (for example, enter May outcomes by 15th of June) for required upload to State reporting system.
 - A complete range of mental health services will be incorporated into service delivery consistent with the needs of the youth and family and as identified in the ISP.
 - Services will include psychiatric assessment; medication support; individual, family and group mental health treatment services as appropriate and desired; rehabilitation services; collateral services; intensive care coordination and case management. Services will be provided in alignment with the plan defined in the CFT.
 - Contractor shall use Evidence Based Practices including, but not limited to: Cognitive Behavioral Therapy, Trauma Focused Cognitive Behavioral Therapy, Parent-Child Interaction Therapy, Aggression Replacement Training, Moral Recognition Training,

Functional Family Therapy, Narrative Therapy, Dialectical Behavioral Therapy, EMDR, and Cognitive Behavioral Interventions for Substance Abuse.

- Services are available 24/7 to meet planned needs for children and families. Staff will routinely be scheduled at times and locations that meet the needs and preferences of children and families. This may include early mornings, evenings, weekends or any other time that determined by the ISP. Staff presence in the home can be increased or decreased, as needed, to monitor, motivate, teach and model child and care-provider behaviors that support effective communication and constructive problem solving. Intervention strategies and development of resources are planned to respond to identified needs and goals. Staff and contract resources will provide individualized support and services, consistent with the ISP, including behavioral interventions, cognitive interventions including self-management and coping strategies, medication evaluation and support services, linkage to community resources, mental health treatment, psychosocial education, self-help support groups, and other interventions that develop and support confidence and competence building to achieve self-direction and self-care. All staff carries a cell phone during working hours; the ability to provide encouragement, coaching and support is available when needed.
- Staff works proactively with caregivers to predict timing of predictable crisis and to incorporate strategies to manage them into individualized safety plans. Reactive strategies describe the predicted situation, and what each of the family or support system members will do to ensure safety and to de-escalate the event. Proactive strategies help the family take steps to avoid predictable crisis and to prevent problems from getting worse when they do occur. Safety plans typically include extended family and community members to ensure sustainability over time. A crisis in the child and family that cannot be handled by using the safety plan strategies will mobilize professional and natural family supports in response. These events trigger review and revision of the safety plan within the CFT, including identification and prioritization of new goals in the Individualized Service Plan as needed.
- Contractor will develop effective and reliable 24/7 Quick Response (on-call) protocols for urgent and emerging situations. The purpose of the Quick Response is to ensure dependable, predictable response for families in time of crisis or concern outside of normal business hours. Participation in the Quick Response rotation is a job expectation for all direct service staff. The Quick Response team is available during non-business hours 7 days per week including holidays. Staff is required to ensure telephone/cell phones are operational while they are on-call and that they respond to any call within a 10 minute window. Children and families are provided the Quick Response contact number as part of the intake process and encouraged to post it in an easily accessible place near the telephone. A Quick Response rotation ensures families have immediate access to a knowledgeable team of staff who has access to pertinent clinical, social support network, and safety plan information via an electronic record during non-routine business hours. If face-to-face intervention and/or support are required, staff is dispatched to arrive within 60 minutes, depending on time of day, distance, and traffic conditions. Every Quick Response call is followed up with a debriefing to the assigned Facilitator about what worked and what did not to provide information for the refinement of the safety plan. The quick response team is led by a member of the Wraparound clinical team who carries the on-call phone, screens and evaluates the calls and provides telephone coaching using the established safety plan and other available information and can provide face-to-face response. The Clinical Supervisor or Executive Director is available for consultation and back-up, and has the authority to dispatch staff for face to face intervention if needed. Staff is required to consult with supervisory personnel prior to face to face response and prior to contact with law enforcement, or immediately after if there is an urgent safety concern. Contractor will

provide linkage to after-hours psychiatric care via the hospital emergency room. Contractor will work with County to ensure that children who may need an evaluation for involuntary hospitalization are able to access services.

- Contractor will notify County within twenty four hours of: unusual, aggressive, or high risk behavior or threats of violence, by Participant or Participant’s family; if a Participant or their family is hurt; if the Participant or their family is refusing to participate in services or want to terminate services; any other similar circumstance that would warrant notification.

Length of Services:

Contractor will refine the following outlined Phases to include specific County requirements, as needed.

- **Engagement:** Establishes the team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. The primary interventions methods are engagement of the youth and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de-escalation and stabilization. The child and family are supported to identify their initial goals and the requirements of the court, as applicable. The initial members of the CFT are identified and engaged. (Typically, up to 30 days)
 - **Engagement Activities:**
 - Identifying the family mission statement
 - Listening to the family’s story
 - Seeking to understand the family’s needs
 - Developing team agreements driven by the family cultural practices
 - Empathizing with the family’s current situation
 - Development of Safety Plan
 - Connection Mapping
 - Assessment of family’s strengths utilizing CANS
- **Planning:** Establishes the initial plans and intervention strategies, using the resources of the team and the community. Safety issues are explored more deeply with specific plans for management of those issues long term. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the ISP. Initial crises are stabilized, freeing the child, family and other team members to focus on prioritization of larger needs and goals. The group supports early successes to feed motivation, confidence and a sense of hope. The primary intervention strategies are group facilitation to identify and prioritize goals and underlying needs. Immediate strategies focus on behavioral and environmental interventions in response to safety and other prioritized issues, providing education regarding “normal” development and the impact of mental illness and trauma on development, and the identification and development of natural support resources. Utilization of CANS supports the planning process by prioritizing domains and goals. Domains, as identified in the CANS, with scores of 2 or 3 are discussed within the CFT to ensure those areas are incorporated into the plan. All court ordered requirements are integrated into the plan when a family is involved with probation. Goals are developed to address an unmet need via the family’s strengths, resources and supports. The result is the ISP that is developed for each participant and family, and is updated frequently throughout the provision of Wraparound services. CANS will be completed within 30 days of opening, and every 6 months of subsequent treatment. (Typically 30 days)

- **Implementation and Service Delivery:** Refines and continues the work done in Planning. The team holds regular CFT meetings facilitated by the Contractor Facilitator. A CFT meeting serves as a forum to celebrate achievements, evaluate progress on goals, problem solve and delegate responsibilities to team members. CFT meetings ensure that services involve families as full participants with service plans based on the unique values, strengths, norms and preferences of the families. Strategies are tried, refined, and replaced in the context of the CFT. As needs are resolved, additional goals and needs are prioritized. Learning to take and share reasonable risks is a major task. An effective CFT meeting requires the active participation of the children, caregivers, informal supports and natural supports – collaboration among team members is essential. It is recommended that natural supports outnumber service providers in order to encourage family voice, independent decision making, the sharing of tasks and moving toward self-sufficiency. Often, many of the family’s natural supports cannot physically attend a CFT meeting due to proximity or availability. Contractors’ staff are trained to recognize that physical presence is not the only way to be present at a CFT and will utilize the connection map when considering task assignments, always mindful of the various natural supports and community resources that may be available. Celebration of successes and appreciating what has been accomplished is important. Strategies primarily involve positive behavioral interventions, building on strengths and preferences. Cognitive tools and methods are incorporated to strengthen self-management skills of children and adults. Parent education and self-help support is essential. Enduring natural supports are developed and incorporated in plan strategies. (Typically 6 to 7 months)
- **Transition:** While transition planning is addressed from the beginning of service this ensures that as Wraparound completes its work, safety plans are in place for the future, enduring natural supports are reliably in place and aftercare resources are identified, as necessary. Celebration throughout the Wrap process cements confidence and mastery. Celebration at the transition from Wraparound creates a symbolic marker, acknowledging that the process is complete with a look-back appreciation for all that has been accomplished. During transition, the frequency of CFT’s is lessened and families may begin to facilitate these meetings on their own to ensure the family has access and confidence in drawing upon natural and community resources to address needs when the wraparound team has concluded service. A thorough and individualized transition plan is created with the family which includes, but is not limited to: additional referrals, community resources, contact information and copies of documents that were utilized throughout the Wraparound process which may be helpful to the families in addressing needs in the future. (Typically, 1 to 2 months)

Total length of stay will average 8-10 months; however, specific discharge dates will be determined by the child and family’s response to service and attainment of service objectives.

Contractor will include youth and family members into the development, implementation and oversight of service delivery and special activities, Contractor will have paid parent partners, who are parents who had children involved in the system and their children successfully have returned home.

III. Program Services – Educationally-Related Mental Health Services (ERMHS):

- Target Population: The target population for services are eligible Special Education Pupils (SEP) in the Nevada County public schools.

Program Description: The services include, but are not limited to, assessment, individual, collateral and group therapy, and medication support.

IV. Program Services – Therapeutic Behavioral Services (TBS):

- Target Population: includes mental health services for youth who have severe emotional problems, placed in group homes, youth at risk of placement in a Short Term Residential Treatment Program or have been hospitalized recently for mental health problems.
- Program Description: TBS is one to one contact between a mental health provider and a beneficiary for a specified short period of time, to prevent placement in a group home, or psychiatric hospital or to enable transition from those institutions to a lower level of care. TBS helps to resolve changes in target behaviors and achieving short term goals.

Contractor shall follow all state requirements on authorization, reporting and time restriction requirements.

Program Services – Authorization:

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

Stabilization Funds

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview

Stabilization funds are intended to support activities and basic life needs directly related to the Wraparound FSP program. The purpose of the stabilization funds are to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the

goals and outcomes developed by the CFT. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to the Wraparound program. The use of these funds may make a difference between the success or failure of treatment, and the County encourages these expenditures within the scope of program services as identified in this contract. The contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall abide by the following allowable costs guidelines:

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

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

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

Grant/Funding Authorization

Stabilization/Flexible Funding is authorized by: the MSHA and SB163 Plans. Expenditures for flexible funding must be included in costs such that Contractor does not exceed County Maximum Allowance (CMA).

Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	80% of children and youth served will be stabilized at home or in foster care.
2. Youth will be out of legal trouble	At least 70% of youth will have no new legal involvement (arrests/violations of probation/citations) between admission and discharge.
3. Youth will improve academic performance.	At least 80% of parents will report youth maintained a C average or improved on their academic performance.

4. Youth will attend school regularly.	At least 75% of youth will maintain regular school attendance or improve their school attendance.
5. Youth will improve school behavior.	70% of youth will have no new suspensions or expulsions between admit and discharge.
6. Caregivers will strengthen their parenting skills.	At least 80% of parents will report an increase in their parenting skills.
7. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served will be able to identify at least one lifelong contact.
8. Caregivers will improve connections to the community.	At least 75% of caregivers will report maintaining or increasing connection to natural supports.
9. Youth and families will improve functioning.	At least 80% of youth and families will improve their scores on the Comprehensive Child & Adolescent Needs and Strengths (CANS) instrument between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will attempt initial contact with youth and caregiver within 3 business days of receipt of referral from County.
11. Contractor is to be responsive to community needs.	Contractor will offer appointment for face-to-face contact with 80% of children and families within 10 business days of receiving the referral from request for services by the beneficiary.

Medi-Cal Certification and Goals:

Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Nevada County to become a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

- Contractor shall maintain productivity standards sufficient to generate target service levels.
- Objective A: County and Contractor shall collaborate to meet the goal of 90% of all clients being accepted into the program as being Medi-Cal eligible.
- Objective B: Contractor shall strive and continue implementing actions as needed to have less than 5% denial rate in order to maximize available Medi-Cal funds.
- Objective C: Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective D: Contractor shall document and maintain all clients’ records to comply with all Medi-Cal regulations.

Documentation:

- Treatment Plan—will be submitted by Contractor to County according to County documentation guidelines during the contract period, and in accordance with all applicable regulations. When requested, Contractor will allow County to review Treatment Plan, including requested level of services for each service type
- Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client

by self, or family, serious illness or accident, etc...) the County Staff will be contacted and consulted immediately within 24 hours at the latest.

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

Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance the State Department of Health Care Services DCR/MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by Contractor.
- Contractor shall attend MHSA CSS/PEI Subcommittee Meetings and MHSA Steering Committee Meetings.
- Contractor will complete the PSC-35 for all new referrals and will work with County on complying with all State and local required data reporting and practices associated with that assessment.
- Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet State or other reporting requirements.
- Contractor shall provide annual MHSA Progress Report and Exhibit 6 data as necessary and as may be amended from time to time by State reporting requirements.
- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maintain Medi-Cal certification
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- Function as a part of Nevada County's Quality Improvement System. 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.
- Holistic Approach- services will be designed to support the whole child and the whole family so that the child can attain the highest level of resiliency.
- The program services will promote collaboration with and support of consumer, family and service and support providers.
- Ensure services will be culturally competent and culturally responsive.
- Referrals and assessment reports (for special education students). The Contractor agrees to abide by the County and other agency policies and procedures for making student referrals.
- Privacy (Educationally related services). Contractor acknowledges the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. Contractor shall ensure that all activities undertaken under this contract will conform to the requirements of these laws.

DCR Data Quality Metrics

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

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

Cerner Behavioral Health Solution:

As the County utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

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

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$1,669,841 for the period of July 1, 2019 through June 30, 2020.

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

VICTOR COMMUNITY SUPPORT SERVICES, INC.

Calculation of Estimated Units

Service and Rate Table

Type of Service	Interim Rate
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.12
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Annual Billable Svc \$	1,302,476
Target Annual Billable Units	1,019,525
Target Monthly Billable Svc \$	108,540
Target Monthly Billable Units	84,960
Target Annual Non-Billable Svc \$	367,365
Target Annual Non-Billable Units	181,864
Target Monthly Non-Billable Svc \$	30,614
Target Monthly Non-Billable Units	15,155
Total Contract Amount	1,669,841

Billing and Service Documentation

The table above shows the expected number of billable units and revenue to be produced under this contract at the current Interim Rates. Interim Rates will be reviewed quarterly and may be changed based on analysis of the current Interim Rates. No interim rate change will occur without approval from County. Payment shall be at the Interim Rate effective on the day the service is rendered.

If Contractor already has a State Department of Health Care Services (SDHCS) approved negotiated rate in County for the specific services to be provided, the Negotiated Rate shall apply in place of the Interim Rate.

All Rates are subject to the Settlement provisions below for both billable and non-billable services.

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

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

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

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

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

Contractor shall remit payment to the County in the amount of 2.75% of the total amount of each monthly invoice. This payment shall be for the County monitoring charge.

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

Contractor shall submit invoices, monitoring charge payments, and reports to:

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

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

Cost Settlement

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

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

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

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/0Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Records to be Maintained:

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

Attachment "A"

**NEVADA COUNTY BEHAVIORAL HEALTH
STABILIZATION FUNDING REQUEST FORM**

Person Making Request: Name: _____

Agency: _____

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

Payment To: _____

Name: _____ Phone: _____

Address: _____ FAX: _____

DESCRIPTION OF SERVICES COVERED BY PAYMENT:

Date Funds are Needed by Participant: _____

Program (check one): ___ Children's ___ Adult ___ MHSa Children's ___ MHSa Adult

Payment For: (Participant(s) Name) _____

Payment Totals: \$ _____

Payment Method Credit Card \$ _____

Check/Warrant \$ _____

Other Payment form \$ _____

GRAND TOTAL: \$ _____

PURCHASE APPROVED BY

Executive Director Signature _____ Date: _____

For Accounting Use Only

Org Code _____

Project Code Number _____

Attachment B
VICTOR COMMUNITY SUPPORT SERVICES, INC., GRASS VALLEY
Operating Budget for Nevada County
FOR THE TWELVE MONTHS ENDING JUNE 30, 2019

EXPENDITURES	FTE	Total
Director & Clinical Supervisors	2.3	191,410.00
Therapists	3.0	217,175.00
Case Manager	3.9	217,962.00
Family Support Counselor/Family Partner	2.0	76,298.00
Program Support	0.4	27,224.00
Clerical /Office Salaries	1.5	105,240.00
Total Direct Salaries & Wages	13.1	835,309.00
TAXES & BENEFITS		239,907.00
TOTAL PERSONNEL COST		1,075,216.00
OPERATING EXPENSE		
Professional Fees		42,946.00
Psychiatrist		46,440.00
Supplies		20,313.00
Occupancy		140,656.00
Equip, Lease & Maint		20,923.00
Transportation		29,991.00
Conf & Meetings		35,002.00
Flex Funds		25,024.00
Contract Monitoring Fee		45,921.00
Insurance		4,766.00
Other Operating		3,731.00
Total Operating Expense		415,713.00
Administrative Support		178,912.00
TOTAL PROGRAM COST		1,669,841.00

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

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

35. Laws, Statutes, and Regulations:

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

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

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

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

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

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

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

(c) When the disclosures must be provided.

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

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

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

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

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

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

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

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

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

36. Client/Patient Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- (b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.

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

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

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement.
- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

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

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

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

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

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

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

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

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

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

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

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

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

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

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

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

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

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

EXHIBIT “D”

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

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

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

Contractor agrees to:

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

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