

CONTRACT FOR SERVICES
NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Crisis Stabilization Unit (CSU) Services
BEGINS: July 1, 2019
ENDS: June 30, 2021

This is an Agreement made and operative as of the 1st day of July 2019, between the County of Nevada, Department of Behavioral Health, hereinafter referred to as “CONTRACTOR”, and the County of Placer, hereinafter referred to as “COUNTY” (collectively, the PARTIES”), each party being a political subdivision of the State of California, and

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

WHEREAS, CONTRACTOR currently operates a Crisis Stabilization Unit (CSU) 24 hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to twenty-three (23) consecutive hours per event; and

WHEREAS, COUNTY desires to access CSU services provided by CONTRACTOR for eligible County clients; and

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

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

1. SCOPE OF SERVICES:

CONTRACTOR shall provide Crisis Stabilization Services as set forth in Exhibit A, entitled “Schedule of Services,” attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR’S compliance with contract terms.

2. AMENDMENTS:

This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or

provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. COMPENSATION:

The COUNTY'S total contractual obligation shall not exceed Seventy-five Thousand Dollars (\$75,000) for the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, incidental expenses and services as set forth in Exhibit B, entitled "Schedule of Charges and Payments," attached hereto and incorporated herein by this reference.

4. CONTRACT TERM:

This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. CONTINGENCY OF FUNDING:

- a. This Agreement is valid and enforceable only if the County of Placer, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions; limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.
- b. It is mutually agreed that if the Congress, State, or County of Placer does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, upon mutual agreement of the PARTIES, be amended to reflect such changes in funding allocations.
- c. COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.
- d. Adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer, State and/or the United States government. Amendments issued in response to adjustments in funding shall be executed by duly authorized representatives of both parties. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

6. TERMINATION:

- a. Either party may terminate this Agreement 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 set forth herein. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

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

7. 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 California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." COUNTY and CONTRACTOR'S compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a) (9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

8. REPORTING:

- a. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

- b. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflects progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
- c. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

9. FEDERAL AND STATE ACCOUNTING REQUIREMENTS:

CONTRACTOR shall comply with all applicable County, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

10. RIGHT TO MONITOR AND AUDIT:

Authorized county, state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

11. CERTIFICATION OF PROGRAM INTEGRITY:

- a. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
- b. CONTRACTOR shall ensure the following for each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement:

1. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Nevada County and the Department of Health Care Services (DHCS), a copy of which will be provided to COUNTY by CONTRACTOR under separate cover.
 2. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
 3. The services included in the claim were actually provided to the beneficiary.
 4. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
 5. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Nevada County and the DHCS.
- c. CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
- d. CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) (www.oig.hhs.gov) and General Services Administration (GSA) Excluded Parties List System (EPLS) (www.epls.gov) or System for Award Management (SAM) Excluded Parties List System (EPLS) (www.sam.gov/portal/public/SAM). These monthly checks shall be compiled into a quarterly report and sent to the COUNTY Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.
- e. In addition, CONTRACTOR certifies that the following processes are in place:
1. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

2. The designation of a compliance officer and a compliance committee that is are accountable to County Compliance Officer to report on adherence to the program senior management.
3. Effective training and education for the compliance officer and the organization's employees.
4. Enforcement of standards through well-publicized disciplinary guidelines.
5. Provisions for internal monitoring and auditing.
6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

12. STANDARD OF PERFORMANCE:

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

13. LICENSES, PERMITS, ETC.:

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to provide services as set forth herein. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required at the time the services are performed.

14. RECORDS:

- a. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- b. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY.

CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

- c. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY, which have been prepared by, for, or submitted to COUNTY in relation to this Agreement. COUNTY shall have full ownership and control of all such records, although CONTRACTOR shall be entitled to maintain copies of COUNTY's records hereunder for internal purposes. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- d. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

15. PATIENTS' RIGHTS:

Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. COUNTY Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. COUNTY Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.

16. INDEPENDENT CONTRACTOR:

- a. In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

- b. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

17. HOLD HARMLESS AND INDEMNIFICATION:

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

18. INSURANCE:

- a. It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000). CONTRACTOR represents to COUNTY that CONTRACTOR is fully licensed and/or is in conformance with all appropriate statutes, rules, and regulations with regard to the provisions of service within this Agreement.
- b. CONTRACTOR shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at Section 20, insurance, in the same amounts and subject to the same terms as are required of CONTRACTOR under this Agreement.

19. CONFLICT OF INTEREST:

CONTRACTOR 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.

20. CONFIDENTIALITY:

a. The Parties agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under HIPAA or HITECH, and further agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

21. COUNTY REPRESENTATIVE:

The Director of the Adult System of Care or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Amy Ellis, Director
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603
530/889-3415

22. NOTICES:

All notices required or authorized by this Agreement shall be in writing. In addition to personal service, all notices may be given to County and to CONTRACTOR by first class mail postage prepaid and properly addressed as follows: Said notices shall be deemed to have been served the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

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

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

23. NONDISCRIMINATION:

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

24. 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. COUNTY acknowledges that certain services under this Agreement shall be provided by CONTRACTOR'S Sub-Contractor, Sierra Mental Wellness Group and hereby agrees to the use of named Sub-Contractor in the performance of those services, as more fully set forth in Exhibit "A", Schedule of Services.

25. ENTIRETY OF AGREEMENT:

This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

26. GOVERNING LAW AND VENUE:

The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

27. 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.

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

COUNTY OF NEVADA (“CONTRACTOR”)

COUNTY OF PLACER (“COUNTY”)

Chair, Nevada County Board of Supervisors

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Date: _____

Phebe Bell, Director
Nevada County Behavioral Health
Department

Approved as to Form:
Office of Placer County Counsel

Date: _____

Date: _____

Approved as to Form:
Office of Nevada County Counsel

Date: _____

EXHIBITS:

Exhibit A – Schedule of Services

Exhibit B - Schedule Of Charges and Payments

Exhibit C – Mental Health Contracts – Special Terms and Conditions

EXHIBIT “A”
SCHEDULE OF SERVICES
Nevada County Behavioral Health – Crisis Stabilization Services

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Placer County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of services at the Nevada County Crisis Stabilization Unit (CSU).

All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care requirements.

Background and Overview

Nevada County Behavioral Health has contracted with Sierra Mental Wellness Group to provide Crisis Stabilization services at the CSU. The four (4) bed CSU is located in Grass Valley, California, 70 feet from the entrance of the Emergency Department of Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Nevada County. Individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

County Responsibilities

County shall establish the process for placement of County clients in the CSU, which will include the County’s policies related to medical clearance, medication, discharge planning, and other services necessary for clients to be successful following discharge from the CSU. The County will develop their own policies and procedures unique to issues related to the County admissions, including transportation and the authorization of services.

1. The COUNTY may authorize CSU services, when CONTRACTOR has verified that a bed is available, for an individual whom Placer County is taking fiscal responsibility. Only adults, 18 years and older and who are medically cleared from a physical health provider will be considered by CONTRACTOR for CSU placement. In addition, COUNTY, through its Placer Mobile Crisis, may refer individuals who meet criteria for admission to the CSU. Clients still may be at risk of needing psychiatric hospitalization, including being placed on a 5150 hold. COUNTY will ensure medical clearance by following an established protocol of the CSU for this purpose. COUNTY will send clinical (e.g., 5150, Mental Status Assessment, Medication Administration Record) and medically related information (e.g., lab work, completed Medical Clearance form, drug screen results to the CSU, and a brief history of psychiatric medication administration, including allergies or adverse reactions, if possible). The CSU staff will review this documentation and discuss with the COUNTY and sending facility any need for follow up information before deciding if an admission will be approved. The COUNTY will establish an authorization form and ensure it is completed for every client being requested acceptance at the CSU. It is understood between the parties that CONTRACTOR maintains dedicated beds at the

CSU, and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the Parties that CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR'S sole discretion.

Nevada County will only accept Placer County referred clients deemed appropriate for admission to the CSU, including those in need of crisis stabilization services, and those on Welfare and Institution Code section 5150 holds when the CSU is determined to be the most appropriate setting for the provision of evaluation and crisis intervention services to either resolve the need for the 5150 hold within the 23-hour period or, if unable to do so, facilitate placement in an acute psychiatric hospital setting.

2. The COUNTY shall arrange transport via ambulance or other approved transport services for individuals on a psychiatric hold from the medical facility to the CSU. The COUNTY shall arrange for voluntary clients, to be transported by other means, such as ambulance, taxi, etc. Transportation following discharge will be arranged in collaboration with the CONTRACTOR, and may include assistance via a Taxi Voucher, CONTRACTOR staff, support person or others. All transportation arrangements and costs are the responsibility of the COUNTY.
3. The COUNTY shall ensure that all prescribed medications of the client will be carried and delivered by the ambulance staff, or other COUNTY-approved transport provider, transporting the client to the CSU. Staff from the sending facility will discuss any unfilled medications with the CSU nurse ahead of time, so as to determine the urgency of filling the medication and administering it in a 23 hour window.
4. The COUNTY shall provide an identified designee for the CSU staff to provide updates, and to gain assistances with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow up intake/linkage appointment times with Placer County and other necessary services are available.
5. Although the COUNTY will send a client for crisis stabilization services to the CSU, some clients will continue to meet criteria for a psychiatric hold. The COUNTY will retain chief responsibility of placing 5150 clients in a psychiatric facility.
6. The COUNTY shall arrange for all clients to be discharged from the CSU within 23 hours or safely transferred to another program. The CONTRACTOR shall provide any necessary medical or psychiatric treatment, given the constraints of time, insurance, and other potential pitfalls, to support such placements.

Contractor Responsibilities

1. Services rendered pursuant to this Contract shall be provided at the following location: 145 Glasson Way, Grass Valley, California 95945.
2. In accordance with State law and regulations, including CCR Title 9, Sections 1840.338 and 1840.348, the CONTRACTOR, through its Sub-Contractor – Sierra Mental Wellness Group, will offer Crisis Stabilization Services lasting less than 24 hours to address acute psychiatric and/or co-occurring (substance use/mental health) crisis episodes. The CSU will provide mental health stabilization services, which include mental health assessment, medication assessment, psychotherapy, nursing, and case management, to COUNTY referred adult Placer County residents. The CSU will allow individuals to receive services in the least restrictive setting. Services will promote wellness, resiliency and recovery.
3. The CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified by Medi-Cal to provide Crisis Stabilization services.
4. All policies of CONTRACTOR and Sub-Contractor - Sierra Mental Wellness Group (SMWG), in relation to services provided by the CSU and the Crisis Team shall also apply to COUNTY's clients, including referrals to the Emergency Department (ED) at Sierra Nevada Memorial Hospital (SNMH) for psychiatric or medical emergencies beyond the scope of the CSU.
5. To the extent allowable, CONTRACTOR shall bill Medi-Cal for services and shall be entitled to all permissible reimbursement. CONTRACTOR will create an invoice and bill the COUNTY for the established hourly rate for up to 20 hours per episode.
6. The CONTRACTOR and its Subcontractor will:
 - a. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.
 - b. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.
 - c. Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, commencing with Section 5600 of the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

- d. Consider the client's psychiatric stability and whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of any proposed Placer County admissions. This includes whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior.
- e. Follow the established procedure of assessing clients throughout their stay at the CSU with regard to determining whether the client needs to be evaluated for a 5150 psychiatric hold or to be placed on an initial 5150 hold. These assessments are completed by the CSU therapist or Nevada County's contracted Sierra Mental Wellness Group (SMWG) Crisis Team. A CSU therapist can only perform this function if they are alternately trained and have worked on the Crisis Response Team (CRT) in Nevada County. The process of rescinding 5150s will occur through the established policy of SMWG, which requires the approval of the psychiatrist on call at the CSU.
- f. Begin discharge planning for the client immediately upon client's arrival to the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, provides a clear outline of both strategies for staying safe and linkages to services with community services. The CONTRACTOR will provide a required discharge packet of documentation (e.g., treatment summary, medications administered, diagnosis, etc.) necessary for the client to access services following discharge to another provider. CONTRACTOR shall not be responsible for the coordination of discharge or discharge planning services on behalf of COUNTY or COUNTY client upon client's discharge from the CSU.
- g. Regularly coordinate with the COUNTY's designee for providing updates on progress and planning of follow-up services.
- h. Comply with documentation standards established by Nevada County for the CSU. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary to meet Medi-Cal and Medicare requirements. This documentation includes progress notes, assessments, medication logs, and other required documentation.
- i. Utilize Cerner/Anasazi Electronic Health Record (EHR) System functionality that is relevant to the scope of work of this contract. This requirement includes the data collection necessary for the CONTRACTOR to meet billing and, importantly, quality assurance goals.
- j. Comply with staffing requirements that meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348. A full-time Registered Nurse (RN), Psychiatric Technician, or

Licensed Vocational Nurse of the CONTRACTOR will be on site at all times beneficiaries are present. A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This time will be determined by CONTRACTOR as the best time that meets the needs of the clients and staff.

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
Nevada County Behavioral Health – Crisis Stabilization Services

COUNTY shall pay to CONTRACTOR a maximum not to exceed Seventy-five Thousand Dollars (\$75,000) for satisfactorily providing services pursuant to this contract for the contract term.

COUNTY shall pay CONTRACTOR at the rate of Forty-one Dollars (\$41.00) an hour up to twenty (20) hours per client admission, all inclusive of room and board, medications and psychiatrist’s time. CONTRACTOR shall invoice COUNTY quarterly in arrears for services provided.

CONTRACTOR shall bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed, and shall be solely entitled to all permissible reimbursement. However, CONTRACTOR shall not bill a client directly for any services, such as unmet share of cost, deductibles, etc.

If it is determined, either before or after admission to the Facility, that a Patient is Medi-Cal eligible in another county, it is the responsibility of the COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to CONTRACTOR’s Facility.

It is also the responsibility of the COUNTY to provide documentation of authorization from the responsible county to the CONTRACTOR, who will then bill the county of responsibility as defined above, for reimbursement. Unless the COUNTY has provided CONTRACTOR with documentation of authorization from another county, COUNTY is responsible for payment at the above listed rate for CONTRACTOR’s services regardless of a Patient’s Medi-Cal eligibility or other insurance.

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by the COUNTY. Payments should be remitted to:

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

EXHIBIT “C”
MENTAL HEALTH CONTRACTS - SPECIAL TERMS AND CONDITIONS
Nevada County Behavioral Health – Crisis Stabilization Services

1. **MENTAL HEALTH REQUIREMENTS:** CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP contract, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and COUNTY requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan’s Quality Improvement (QI) Program, and cost reporting are located at: <https://www.placer.ca.gov/departments/hhs/managed-care/mhp%20dhcs%20contract>

2. **MENTAL HEALTH COST REPORT:** Pursuant to Section 14705 (c) of the California Welfare and Institutions Code, COUNTY must provide cost reporting to the State in relation to this contract. CONTRACTOR agrees to provide COUNTY with an annual cost report in accordance with the California Department of Health Care Services (DHCS) requirements no later than October 31st for the preceding fiscal/contractual year. CONTRACTOR agrees that failure to provide said report prior to November 1st may result in a penalty of \$100 per calendar day until the cost report is received by COUNTY. At the COUNTY’S discretion payment of said penalties may be scheduled for direct submission to the COUNTY or as an offset of a future bill for services under this Agreement or a subsequent agreement for like services.

It is agreed between COUNTY and CONTRACTOR that the rate stated above is intended to represent the CONTRACTOR’S actual cost as presented in the required year-end cost report. Should the year-end cost report reflect a rate that is less than that stated herein, CONTRACTOR agrees to reimburse COUNTY for all amounts paid in excess of the year-end cost report rate. Reimbursement shall be remitted to COUNTY not later than December 31st for the preceding fiscal/contractual year.

3. **SERVICES TO BE PERFORMED:** See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed in accordance with the DHCS agreement with Placer County. This is located at: <https://www.placer.ca.gov/departments/hhs/managed-care/mhp%20dhcs%20contract>

4. **AMERICANS WITH DISABILITIES ACT:** CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

5. **CULTURAL COMPETENCE:**

A. The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

B. The CONTRACTOR shall comply with the provisions of the CONTRACTOR'S Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subs. (c)-(d).)

C. The CONTRACTOR shall ensure that all employees who provide direct services attend a minimum of one Cultural Competence training per fiscal year. Contractor will provide County Contract Administrator with evidence of completion of training.

D. If CONTRACTOR has an individual requesting culturally specific services, they must inform the COUNTY immediately upon request by the individual.

E. CONTRACTOR shall Implement and adhere to the National Standards for Culturally and Linguistic Appropriate Services (CLAS) in Health and Health Care. CONTRACTOR shall provide language access to clients in the client's preferred language through bi-lingual staff and/or through alternative mechanisms such as a language line. CONTRACTOR shall adhere to the COUNTY'S Quality Management for guidelines in submitting CLAS Standards.

F. Pursuant to 42 C.F.R. § 438.10(c)(4) and (5) and Cal. Code Regs., tit. 9, § 1810.410, the CONTRACTOR must make oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language (ASL), available free of charge to each beneficiary. This applies to all non-English languages and not just those identified as threshold or prevalent. The CONTRACTOR must notify beneficiaries that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services.

G. The CONTRACTOR shall provide all written materials for potential enrollees and enrollees in an easily understood language and format. Provide all written materials for potential enrollees and enrollees in a font size no smaller than 12 point. Consistent with 42 C.F.R. 438.10(d), the CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and mental health education materials used by the CONTRACTOR, available in the prevalent non-English languages of the County.

H. The CONTRACTOR shall ensure its written materials:

- Are available in alternative formats, including large print, upon request of the potential enrollee or enrollee at no cost. Large print means printed in a font size no smaller than 18 point.
- Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided.
- Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the CONTRACTOR'S member/customer service unit.

6. REGARDING IHCP/INDIAN ENROLLEES: The CONTRACTOR shall ensure that any Indian enrolled in the Mental Health Plan, and eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, is permitted to choose that IHCP as their provider, as long as that provider has capacity to provide the services. The CONTRACTOR shall ensure Indian beneficiaries are permitted to obtain covered services from out- of-network IHCPs

from whom the beneficiary is otherwise eligible to receive such services. The CONTRACTOR must permit an out-of-network IHCP to refer an Indian enrollee to a network provider.

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

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

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

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

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994. CONTRACTOR further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

8. **PROHIBITED AFFILIATION:**

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

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

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

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

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

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

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

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

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

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

6) 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). (42 C.F.R. § 438.808(b)(3).)

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

9. CONFLICT OF INTEREST:

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

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

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

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

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

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

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

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

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

11.1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

11.2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

- A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

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

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

Prohibition

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

12. CERTIFICATION OF PROGRAM INTEGRITY:

12.1. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

12.2. CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:

12.2.1. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the DHCS, a copy of which will be provided to CONTRACTOR by COUNTY under separate cover.

12.2.2. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary. Contractor shall ensure that all services are authorized in accordance to COUNTY and State MHP guidelines.

12.2.3. The services included in the claim were actually provided to the beneficiary.

12.2.4. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

12.2.5. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between COUNTY and the DHCS.

12.2.6. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, short term residential treatment program, (STRTP) and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between COUNTY and the DHCS.

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

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

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

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

12.4.2. The designation of a compliance officer and a compliance committee that are accountable to senior management.

12.4.3. Effective training and education for the compliance officer and the organization's employees.

12.4.4. Enforcement of standards through well-publicized disciplinary guidelines.

12.4.5. Provisions for internal monitoring and auditing.

12.4.6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

12.5. Pursuant to 42 C.F.R. 438.602(b), the CONTRACTOR shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R part 455, subparts B and E.

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

12.6.1. Applicable to all agreements funded in part or whole with federal funds.

By signing this Agreement, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

By signing this Agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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

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

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

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

12.7. If the CONTRACTOR finds a party that is excluded, it must immediately notify the COUNTY and the COUNTY will take action consistent with 42 C.F.R. §438.610(c). Neither the COUNTY nor CONTRACTOR shall 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.

Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the COUNTY or COUNTY clients.

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

12.8.1. CONTRACTOR shall adhere to the MHP Credentialing Guidelines, and demonstrative quarterly verifications of licensure, registration, certification governing board standing and compile into a quarterly report and sent to the COUNTY Contract Administrator.

12.8.2. CONTRACTOR must immediately notify COUNTY if an employee is identified as no longer being in good standing with their governing board and must ensure that the individuals does not provide services until the issue has been rectified and verified as being rectified with the relevant governing board.

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

13. AUDIT, RECORD RETENTION, DISALLOWANCES & RECOVERY OF OVERPAYMENTS: Applicable to agreements in excess of \$10,000 and applicable to any Subcontractors if used by CONTRACTOR.

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

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

C. CONTRACTOR agrees that COUNTY, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Controller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the CONTRACTOR agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896)."

D. CONTRACTOR shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as

is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

- If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

- If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

E. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the DHCS will follow federal audit appeal processes unless the DHCS, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.

1) COUNTY may involve the CONTRACTOR in developing responses to any draft federal audit reports that directly impact the MHP.

F. Pursuant to Welf. & Inst. Code § 14718(b)(2), the DHCS may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the COUNTY. The COUNTY may offset amounts from the CONTRACTOR.

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

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

I. CONTRACTOR shall be financially responsible for any disallowances identified during audits and program reviews.

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

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

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

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

16. BENEFICIARY LIABILITY:

A. The CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)

B. The CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the CONTRACTOR shall not hold beneficiaries liable for debts in the event that the CONTRACTOR becomes insolvent; for costs of covered services for which the State or MHP does not pay the CONTRACTOR; for costs of covered services for which the State or the COUNTY does not pay the CONTRACTOR'S network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the CONTRACTOR; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c.)

C. The CONTRACTOR shall ensure its providers and any subcontractors do not bill beneficiaries, for covered services, any amount greater than what is identified within the contract.

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

18. COST SHARING:

A. The COUNTY shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)

B. The COUNTY shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

19. CONFIDENTIALITY OF INFORMATION:

CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to CONTRACTOR, as a result of services performed under this Agreement, except for statistical information not identifying any such person.

CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.

CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY, except if disclosure is required by State or Federal law.

For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

As deemed applicable by COUNTY, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

20. MANAGEMENT INFORMATION SYSTEMS:

A. The CONTRACTOR shall maintain a process that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) This process shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).)

B. CONTRACTOR shall provide this information to the COUNTY within the specified timelines of the MHP Contract and Federal regulations.

21. QUALITY ASSURANCE AND COMPLIANCE:

A. The CONTRACTOR shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (formerly known as Quality Improvement) for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)

- 1) The CONTRACTOR's QAPI covering a description of mechanisms the CONTRACTOR has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
 - 2) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.
 - 3) The CONTRACTOR's QAPI Program shall improve CONTRACTOR's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
 - 4) The CONTRACTOR'S QAPI Program will include all the elements of the Placer County Mental Health Provider QA Reporting requirements located at: Placer County Network Provider Newsletters, Meeting Minutes, Quality Improvement Work Plans and Surveys
 - 5) CONTRACTOR shall adhere to COUNTY requirement of submitting an Annual QAPI and Quarterly updates.
- B. CONTRACTOR shall maintain a provider directory and update as required. Provider directory must include all required elements and be posted on the CONTRACTOR's website.
- C. CONTRACTOR shall adhere to all network adequacy and timely access standards.
- D. CONTRACTOR shall participate in the MHP QAPI Program. Participation shall include collection and submission of performance measurement data required by the DHCS, which may include performance measures specified by CMS.
- 1) MHP QAPI Program elements include but are not limited to:
 - Beneficiary and system outcomes;
 - Utilization management;
 - Utilization review;
 - Provider appeals,
 - Credentialing and monitoring;
 - Resolution of beneficiary grievances;
 - Detection of both underutilization and overutilization of services;
 - Beneficiary and family satisfaction surveys;
 - Evaluation of grievances, appeals and state fair hearings;
 - Monitoring the safety and effectiveness of medication practices (this shall be under the supervision of a licensed prescriber);
 - Identification and resolution of clinical issues affecting beneficiaries' system wide outcome.
 - Identification and implementation of mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.
 - CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the CONTRACTOR at least annually.
- E. CONTRACTOR shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which shall be consistent with the Specialty Mental Health Services Practice Guidelines (42 C.F.R. § 438.236(d))
22. State and Federal Law Governing this Contract:

A. CONTRACTOR agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections C, E, and F, in its provision of services as the Mental Health Plan. CONTRACTOR agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, CONTRACTOR shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.

B. CONTRACTOR agrees to comply with all existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Contract shall provide clarification of CONTRACTOR'S obligations pursuant to this contract, and may include instructions to the CONTRACTOR regarding implementation of mandated obligations pursuant to State or Federal statutes or regulations, or pursuant to judicial interpretation.

C. Federal law:

- 1) Title 42 United States Code, to the extent that these requirements are applicable;
- 2) 42 C.F.R. to the extent that these requirements are applicable;
- 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
- 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
- 5) Title VI of the Civil Rights Act of 1964
- 6) Title IX of the Education Amendments of 1972
- 7) Age Discrimination Act of 1975
- 8) Rehabilitation Act of 1973
- 9) Americans with Disabilities Act
- 10) Section 1557 of the Patient Protection and Affordable Care Act
- 11) Deficit Reduction Act of 2005;
- 12) Balanced Budget Act of 1997.
- 13) The CONTRACTOR shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the CONTRACTOR and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 14) The CONTRACTOR shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 15) The CONTRACTOR shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the CONTRACTOR in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

16) Any applicable federal and state laws that pertain to beneficiary rights.

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

- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
- 2) §438.3(c) Standard Contract Provisions - Payment
- 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
- 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
- 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 7) §438.4 Actuarial Soundness
- 8) §438.5 Rate Development Standards
- 9) §438.6 Special Contract Provisions Related to Payment
- 10) §438.7 Rate Certification Submission
- 11) §438.8 Medical Loss Ratio Standards
- 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
- 13) §438.50 State Plan Requirements
- 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
- 15) §438.56 Disenrollment: requirements and limitations
- 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 17) 438.74 State Oversight of the Minimum MLR Requirements
- 18) §438.104 Marketing
- 19) §438.110 Member advisory committee
- 20) §438.114 Emergency and Post-Stabilization
- 21) §438.362 Exemption from External Quality Review
- 22) §438.700-730 Basis for Imposition of Sanctions
- 23) §438.802 Basic Requirements
- 24) §438.810 Expenditures for Enrollment Broker Services
- 25) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS

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

- 1) Long Terms Services and Supports
- 2) Managed Long Terms Services and Supports
- 3) Actuarially Sound Capitation Rates
- 4) Medical Loss Ratio
- 5) Religious or Moral Objections to Delivering Services
- 6) Family Planning Services
- 7) Drug Formularies and Covered Outpatient Drugs

F. Pursuant to Welfare & Institutions Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of

this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

G. State Law:

- 1) Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 2) Welf. & Inst. Code §§ 14680-14685.1
- 3) Welf. & Inst. Code §§ 14700-14726
- 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
- 6) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2