

Administering Agency: Nevada County Behavioral Health Department

Contract No. _____

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

PROFESSIONAL SERVICES AGREEMENT FOR HEALTH AND HUMAN SERVICES

THIS AGREEMENT is made at Nevada City, California, as of June 23, 2020 by and between the County of Nevada, ("County"), and **TURNING POINT COMMUNITY PROGRAMS, INC.** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Million, Seven Hundred Ten Thousand, Eight Hundred Eighty-Six Dollars (\$3,710,886).**
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2021.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee 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 Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **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.
14. **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.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** 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 comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be

limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records 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.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **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.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**
 - C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of 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.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt

of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) 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 Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial 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 County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **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.
27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** 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.
30. **Subrecipient** This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by 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.

32. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Agreement or the clients served herein, including providing any/all records requested by County related thereto.

- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

COUNTY OF NEVADA:
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

Nevada County
Behavioral Health Department
Attn: Darryl Quinn

CONTRACTOR:
Turning Point Community
Programs, Inc.
10850 Gold Center Drive
Rancho Cordova, CA 95670

Attn: Al Rowlett

Phone: (530) 470-2559

Phone: (916) 364-8395

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

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

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

CONTRACTOR: TURNING POINT COMMUNITY PROGRAMS, INC.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: Secretary

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

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

Exhibit E: Schedule of HIPAA Provisions

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

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

I. Providence Center

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

List of Services/Authorization responsibilities

- a. Mental Health Services
- b. Case Management, Brokerage
- c. Medication Support
- d. Crisis Intervention
- e. Therapeutic Behavioral Services (TBS)
- f. Non-Medi-Cal Jail Services
- g. MHSA Outreach and Engagement
- h. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

- a. Western Nevada County
- b. MHSA Assertive Community Treatment Team
- c. TBS. May be adults in ACT team or non-ACT team adults.
- d. Medi-Cal adults who have graduated from ACT program and need follow-up services.

Staffing

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

- Regional Director-Provides overall management of Respite, IST, Hospitality House, and other Turning Point programs in Nevada County. This position will be licensed as

a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.

- Program Director- Overall management of the program, including clinical oversight of services, management of budget, AOT, AACT services, and personnel. This position is also responsible for clinical oversight of services while ensuring that treatment to members includes adequate planning. Reviews assessment and treatment plans, authorizes services as permitted herein, and provides treatment staff training and clinical supervision as needed. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.
- Clinical QA Director- ensures that all chart documentation is in compliance with Medi-Cal documentation standards and HIPAA compliance. Training and auditing charts of staff will be carried on a regular basis, as well as when problems with documentation are discovered. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.
- Assessment Clinician-provides initial assessment of new clients, along with reassessments of ongoing clients. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.
- Office Manager- overall management of the office functions to support staff in service delivery. Scheduling of doctors' days, transcription, ensured charting standards and oversees the adherence to Medi-Cal service requirements. Monitors Medi-Cal coverage or coverage by other third party payers for member services. Coordinates after hours scheduling of on-call response teams.
- Registered Nurse- Provides prescribed medical treatment and oversight to members with co-occurring medical conditions as well as staying abreast of member medication needs and disbursements.
- Team Leader - oversee all aspects of clinical services, as well as ensure that direct treatment staff provides appropriate responsive services. Responsible for administrative supervisions of direct treatment staff i.e. employee evaluations, properly prepared time sheets.
- Youth/Peer/Family Advocate- advocates for the individual/family voice in areas of treatment and program planning. Facilitates individual/family support groups and supports clients as needed with linkage to other community supports.
- Personal Service Coordinator (PSC) - ensures members' treatment needs are met. Coordinates services for up to ten (10) members. Facilitates the Community Support Team Meetings and also helps provide linkage to formal and informal supports. Completes Medi-Cal assessments as needed along with other charting, documentation and authorizations for treatment. Ensures members access to meet health needs. PSC also attends court hearings with the individual to advocate on the behalf of client, for mental health treatment, instead of jail time when appropriate. Outreach and advocacy also includes establishing positive relationships with public defender's office and

attorneys. Develops housing resources in the community through linkage and partnerships. Assists members in locating and maintaining housing. Develops employment resources in the community through linkage and partnerships. Assists members with developing job skills needed for the careers they choose to explore. Assists members with locating job opportunities and provides support for the member's work experience.

- Court Liaison/CAADAC Counselor- stays in close communication with attorneys/judges, probation, law enforcement, Behavioral Health and any other parties involved in members' progress/status of case through the criminal justice system, including Mental Health Court. This position also provides CAADAC based, drug and alcohol counseling to clients referred from within the Providence Center program.

1. Program Services Team

A. MHSA Adult Assertive Community Treatment (AACT) Team

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

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

Target Population MHSA AACT

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

and Medical Necessity Criteria for Specialty Mental Health Plan Reimbursement of Specialty Mental Health Services.

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

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

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

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

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

TPCP's AACT Team will operate 24-hours, 365 days per year in providing flexible crisis intervention and wraparound services. Both individuals and groups services are designed for TAY (transitional age youth), adults, older adults and their families to form partnerships with TPCP staff as individuals seek to realize their full potential as people and members of a community. Services shall include, but are not limited

to: peer support, therapy, housing assistance, job development skills/assistance, psychiatric services, medication support, outreach, and linkage to other community supports, substance abuse treatment, and assistance in supporting other health and life needs.

B. Forensic Services

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

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

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

C. Assisted Outpatient Treatment (Laura's Law)

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

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

D. Outpatient Services:

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

Authorization of AACT:

- a. All planned (non-emergency) services must be pre-authorized. Services may be authorized by County licensed staff or by Contractor's licensed staff as permitted herein. Contractor will designate a licensed team member as the Utilization Review Coordinator ("URC") who will make authorization decisions for services rendered by Contractor. The County URC will oversee all service authorizations that have not been delegated to Contractor herein. Further, the County may review and change authorization decisions made by Contractor and has ultimate authority in this area.
- b. To authorize a service, the URC must review the Assessment, Medical Necessity determination and Client Plan (if available) and conclude that medical necessity for outpatient Mental Health Services exists. The URC must also follow other County guidelines regarding Authorization of Services. The URC or designee must enter all service authorizations into a 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.

E. Therapeutic Behavioral Services:

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

Overall Structure of all ACT Teams shall include:

Services will be provided 24/7 - 365 days a year response with smaller caseloads (1:10) and follow the Recovery principles of strength-based and client driven

Treatment shall include:

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

Rehabilitation:

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

Support Services:

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

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

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

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

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

Housing Services

TPCP's program in Nevada County will also focus on providing individuals with access to an array of community-based housing options designed to meet the needs of each person. Contractor shall work to create housing collaborations similar to alliances TPCP has in other counties, including master leases with

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

II. Catherine Lane

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

CONTRACTOR RESPONSIBILITIES:

A. The contractor will provide the following:

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

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

B. Staffing Plan, Qualifications, and Duties:

1. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, and including holidays. All staff shall possess a valid California Driver's license.
2. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff shall meet productivity standard of at least 25% of their time with clients in waking hours is billable.
3. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
4. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, the County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination, of any Contractor employee who does not provide services to the level of County's expectations.
5. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.
6. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
7. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
8. All staff shall receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:
 - Basic knowledge of mental disorders
 - Counseling skills:
 - Motivational Interviewing
 - Recovery philosophy and services

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

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

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

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

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

D. General Criteria for all Placements:

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

III. Hospitality House Shelter Case Manager

The Contractor, in conjunction with Behavioral Health and Hospitality House staff, shall implement and monitor the delivery of mental health services to clients of the Hospitality House shelter, rapid re-housing and outreach program. One 1.0 FTE Shelter Case Manager will be responsible for assisting Hospitality House clients in meeting their expressed mental health-related goals, which may include specific assistance with medication management, housing, counseling, medical services, counseling, support, brokerage for other needed services, and advocacy. The Shelter Case Manager works directly under the supervision and direction of a Hospitality House Supervisor or Program Manager and Turning Point management.

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

B. Staff Plan, Qualifications, and Duties:

1. One 1.0 FTE case manager will work a five days per week at the Hospitality House shelter and outreach program.
2. A Bachelor's Degree in Social Work or related field and two years varied experience as a provider of mental health services is preferred. Associates Degree in Social Work, or certificate as a California Addiction Specialist (e.g., CAD_C or equivalent), or related field and a minimum of six (6) years varied experience as a provider of mental health services is required. Additional qualifying experience may be substituted for education. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles.
3. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies and work effectively under stress and conflict, and have appropriate judgment and decision-making.
4. Duties of the staff shall be:
 - a. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
 - b. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
 - c. Carrying a client caseload of approximately 30 clients, creating client case plans with major client input, as well as monitoring client progress with plan activities.
 - d. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
 - e. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
 - f. Locate available housing, negotiate with landlords, and assist clients with rental applications and interpreting lease/rental agreements, and develop and maintain positive relationships with local area landlords and property managers and develop and update a housing resource directory.
 - g. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
 - h. Transport clients to necessary meetings and appointments using his/ her personal vehicle.

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

C. Evaluation: Data to be Collected and Reported

1. Contractor shall submit a quarterly Exhibit 6 report to the Nevada County Behavioral Health Department. This report shall be submitted by service category for each approved CSS program. The report shall include the following:
 - a. The unduplicated Target number of individuals/participants to be served in each reporting quarter. The Targeted number of Annual unduplicated individuals to be served is: **60**.
 - b. The unduplicated Actual number of individuals/participants that were served in each reporting quarter, and the Actual unduplicated number of individuals served Annually.
 - c. The Exhibit 6 Report shall be submitted no later than 30 days following the end of each reporting quarter. Reports are due: November 1, February 1, May 1, and the annual Exhibit 6 is due August 1.
2. Contractor shall submit the Annual number of individuals served/demographic data to the Nevada County Behavioral Health Department within 30 days of the end of the Fiscal Year (August 1). Template to be provided by Nevada County Behavioral Health
3. Contractor shall submit an Annual Progress Report within 30 days of the end of the Fiscal Year (August 1). Template to be provided by Nevada County Behavioral Health. This report should include, but not be limited to the following:
 - a. Within the Evaluation section of the Annual Progress Report, the contractor shall report on the annual number of referrals to community supports and mental health treatment, summarized by the kind of treatment to which the individuals were referred.
 - b. Within the Evaluation section of the Annual Progress Report, the contractor shall report summary details of how they scored during fiscal year 2020/21 on each of their Performance Goals (listed below) and if they goal was not met, why.
4. Any MHSA Progress or Evaluation report that is required, and/or may be requested by the County; including any backup data to verify reported information. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA CSS regulations pertaining to data reporting.

D. Performance Goals

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

need and has received that service or benefit.

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

COUNTY RESPONSIBILITIES:

The County shall:

- A. Participate and lead placement team meetings to authorize clients placed in the home, as well as coordinate with Contractor staff to determine client needs and program functioning, and any modifications to treatment plans necessary for non-contractor clients and Turning Point clients.
- B. Provide full range of services and support to non-contractor clients, including Treatment Plan development and monitoring for specific services, related to supporting clients, for planned, as well as unplanned, vocational, recreational, social, and therapeutic activities.
- C. Arrange appointment with Contractor to allow prospective referral of non-contractor client an opportunity to visit home prior to placement.
- D. Make available all pertinent data and records for review.
- E. With reasonable notice, the County shall do a Program Review, which shall include evaluation of:
 - i. Cost effectiveness
 - ii. Program's ability to meet Individual client's treatment goals and objectives
Follow-up of appropriateness of client's placement outside of transition home
Analysis of impact on out-of-county placements and acute care costs
 - iii. Review of personnel records to assure compliance with Title 9

IV. Contracted TP Staff Working Onsite at Behavioral Health

Service Coordinator

Service coordination supports the functioning of adults ages 18 and older with a serious mental illness (SMI). This position supports achieving mental health, wellness, and recovery through the development of integrated care, specifically through the delivery of case management linkage and rehabilitation services. The 2.0 FTE staff shall be stationed and

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

work the majority of their time at the Behavioral Health clinic. Administrative supervision will be provided by the Contractor. All clinical supervision shall be provided on a day to day basis by County staff. Performance evaluations will be a combined effort of County clinical staff and the Turning Point designee.

Service Coordinator Qualifications:

1. A Bachelor's Degree in Social Work, Psychology, or related field, and two years varied experience as a provider of mental health services is preferred. Associate of Arts Degree in Social Work, or certificate as a California Addiction Specialist (e.g., CAD_C or equivalent), or related field, and a minimum of four years varied experience as a provider of mental health services is required. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles.
2. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies and work effectively under stress and conflict, and have appropriate judgment and decision-making.

1.0 FTE service coordinator will provide services as part of the Behavioral Health service coordinator team. This staff shall meet productivity standard of billing for at least 70% of their time with clients. This position will provide a strength based, Recovery oriented approach that attempts to restore or improve functioning in the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas. Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic. The designated County Supervisor of Behavioral Health will direct day to day activities of this person, along with provide clinical oversight of the completion of work.

The second service coordinator position will be a forensic based position. The latter will work in conjunction with staff of the Nevada County HOME team, Probation, and Public Defender's offices, and the Wayne Brown Correctional Facility. This position will coordinate care of those in the jail needing assistance to link them with mental health and SUD services, physical health care, housing, and other critical services in the county. This

position has daily, or almost daily, communication, including maintaining a sound relationship, with mental health staff located in the jail. This person also coordinates the delivery of mental health and SUD services through contact with staff from the County and its contractors, along with receiving regular clinical supervision from the County designate. This position may also be from time to time have to back up staff of the County service coordinator team who are unable keep up in a high demand or staff shortage situation.

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

Licensed Clinical Psychologist:

The Licensed Clinical Psychologist will provide Quality Assurance services and duties unique to licensed psychologists. QA functions will include providing clinical supervision for licensure, completing intake and other assessments, as well as oversight of the treatment planning process for all clients at Behavioral Health. The later will include training, consultation, and coordination of staff in the completion of all treatment plans, particularly assuring that all Medical guidelines, are being met. This position will also provide psychotherapy to a select number of the most difficult clients coming to Behavioral Health, including those with a severe personality disorder. Psychological testing will be provided based on select referrals from the clinical team. These referrals have to be based on sound clinical questions related to differential diagnosis, ruling out of malingering, advanced understanding of personality dynamics and other key factors that might lead to an improved formulation of how to provide improved clinical care by the team. Conservatorship assessments will also be provided to assure both annual reapplications, as well as initial applications, happen in a timely manner. Court testimony for clients in either conservatorship or diversion proceedings may also be required, upon a consideration between County Counsel, the County Program Manager over the merit and need for such testimony.

The staff shall provide services that are:

- Utilizing a holistic approach- services will be designed to support the whole person can attain the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of “at home” and “out of trouble: through personal responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensuring services will be culturally competent and culturally responsive.

Training

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

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

Other Staff Requirements

1. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
2. All shall meet Medi-Cal requirements for billing Medication Services, Rehabilitative Services and other Mental Health Services and bill Medi-Cal for services that meet Medi-Cal standards
3. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
4. All services provided under this contract shall be documented in accordance with Short/Doyle

Medi-Cal and Managed Care.

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

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

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

Medi-Cal Certification and Goals

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

Medi-Cal Performance Measurement Goals:

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

Objective a: 90% of all clients being served as being Medi-Cal eligible.

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

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

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

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

Documentation

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

Contractor's Reporting Responsibilities

- Maintain a system that provides required data in compliance with MHSA and Medical reporting requirements.
- Contractor shall attend MHSA Innovation Subcommittee Meeting and MHSA Steering Committee Meetings.
- Comply and cooperate with County for any data/ statistical information that related to services that are required to meet mandated reporting requirements, including reporting data for the federal grant.
- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.

MHSA reporting requirements include the following:

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

- The targeted number of individuals, clients, and families to be served in each reporting quarter.
- The total number of individuals, clients, and families to be served in each reporting quarter.
- The total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year.

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

COUNTY RESPONSIBILITIES:

The County shall:

1. Provide direct oversight of the daily operation of Turning Point staff working in the Behavioral Health department by the Supervisor, and administratively by the Program Manager, providing direction and feedback in how to provide outpatient treatment to clients at Behavioral Health
2. In collaboration with the Contractor choose specific evidenced, based trainings.
3. The County will provide feedback on job performance evaluations, and in other situations requiring immediate feedback, by collaborating with TP management staff administratively supervising these employees.
4. With reasonable notice, the County shall do a Program Review, which shall include evaluation of cost effectiveness and the program's ability to meet individual client's treatment goals and objectives

V. Homeless Outreach and Medical Engagement (HOME) Team through the SAMHSA Grants for the Benefit of Homeless Individuals (GBHI) and MHSA Innovation

The Contractor, in conjunction with Behavioral Health and Hospitality House staff, shall provide for the delivery of mental health services to clients experiencing chronic homelessness as identified by the HOME team. Two 1.0 FTE Personal Service Coordinators will be responsible for assisting clients experiencing homelessness in meeting their expressed mental health-related goals, which may include specific assistance with medication management, housing, counseling, medical services, support, brokerage for other needed services, and advocacy. The equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) with lived experience of homelessness to participate in outreach and engagement efforts and offer personal experience to assist with relationship building and linkage to treatment. The Personal Services Coordinators and Peer Specialist work directly under the supervision and direction of a Health and Human Services Program Manager and Turning Point management.

A. The contractor will provide the following:

1. Rehabilitative Mental Health Services
2. Case Management Brokerage
3. Coordination and assistances with HOME Team in a team approach to meet the individual needs of identified clients.
4. Vehicle, Vehicle Maintenance, and Transportation: Contractor will secure a vehicle for transportation of the HOME team for the purposes of outreach and engagement associated with both the SAMHSA GBHI and MHSA Innovation identified clients. The vehicle may also be used to transport identified HOME clients to appointments, housing, treatment, etc.
 - i. The County will fund up to \$30,000 for the Contractor's purchase of a vehicle in accordance with competitive procurement practices to provide

such transportation for outreach and engagement of HOME clients experiencing chronic homelessness.

1. During the useful life of the vehicle, which in no event shall be less than five (5) years from date of procurement, Contractor shall, properly maintain, service, repair and inspect the vehicle to ensure its safe and operational condition at all times. Contractor shall provide County monthly records of maintenance, service and repairs performed on the vehicle. This provision shall survive the termination date of the Contract.
2. Maintain vehicle licensing and a business rated or commercial automobile liability insurance policy on the vehicle at all times. Unless paying directly for repairs, Contractor shall submit insurance claims and use the insurance proceeds to repair the damage to the vehicle. If, however, Contractor does not repair the vehicle, or the vehicle is otherwise declared a total loss, all insurance proceeds collected by Contractor shall be used to repay County the vehicle's pre-damaged fair market value.
3. Should the Contractor cease operations, stop using the vehicle for its intended purpose, intend to sell or abandon the vehicle during its useful life, fail to repair and maintain the vehicle or allow it to fall into disrepair, or otherwise be in material breach of this Contract, Contractor shall at County's election either reimburse County the fair market value of the vehicle to County with good and free title. However, Contractor shall first be provided a thirty(30) day correction period before any obligation contained herein to return or repay County the fair market value of vehicle is due. This provision shall survive the termination date of the Contract.

B. Staff Plan, Qualifications, and Duties:

1. Two 1.0 FTE Personal Services Coordinators will work five days per week collocated with other members of the HOME team. A Bachelor's Degree in Social Work or related field and two years varied experience as a provider of mental health services is preferred. Associates Degree in Social Work, or certificate as a California Addiction Specialist (e.g., CAD_C or equivalent), or related field and a minimum of six (6) years varied experience as a provider of mental health services is required. Additional qualifying experience may be substituted for education. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles.
2. Other skills include knowledge of and commitment to principles and goals of community mental health, recovery, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies and work effectively under stress and conflict, and have appropriate judgment and decision-making.

C. Equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) will work five days per week, colocated with other members of the HOME team.

1. The Peer Specialist will have lived experience of homelessness. The Peer Specialist will have completed a peer certification course approved by the County. WRAP (Wellness Recovery Action Plan) Certification is preferred and/or may be offered to the Peer Specialist post-hire.

D. Duties of the staff shall be:

1. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
2. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
3. Carrying a client caseload of approximately 20 clients per Personal Services Coordinator, creating client case plans with major client input, as well as monitoring client progress with plan activities. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
4. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
5. Locate available housing, negotiate with landlords, and assist clients with rental applications and interpreting lease/rental agreements, and develop and maintain positive relationships with local area landlords and property managers and develop and update a housing resource directory.
6. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
7. Transport clients to necessary meetings and appointments using his/ her personal vehicle.
8. Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive service can continue for 18 months from the time the individual is housed.

E. Evaluation: Data to be Collected

1. Mental Health Services Act (MHSA) Innovation (INN) Demographic information
2. Number of referrals to community supports and mental health treatment, and kind of treatment to which person was referred.
3. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in

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Exhibit A

Professional Services Agreement-HHSA – Schedule of Services

- the Program to which the person was referred.
4. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.
 5. SAMHSA data to be collected
 - i. # of persons identified during outreach, including demographics
 - ii. # of persons admitted to the project, including demographics
 - iii. # of participants who have secured housing
 - iv. The average length of time it took the participant to gain housing
 - v. # of participants who maintain housing after 6 months
 - vi. # of participants engaged in treatment services past 6 months
 - vii. # of participants who have increased their monthly income (through employment and/or mainstream benefits)
 - viii. # of participants who have health insurance after 6 months
 - ix. # of emergency room visits
 - x. # of incarcerations or criminal involvement (i.e. calls-for-service)
 6. Performance Goals Provide outreach and engagement services to approximately 60 individuals/families per Fiscal Year, with expectations prorated based on program start date.
 7. Program participants maintain their housing or improve their housing situation. Sixty percent of program participants maintain their permanent housing or improve their housing situation.
 8. Program participants receive the services and benefits that they need to obtain or maintain permanent housing or to be able to be a successful shelter guest. Ninety percent of program participants have identified at least one service or benefit that they need and has received that service or benefit.
 9. Seventy percent of mental health referrals provided to program participants are followed up on by the program participant.
 10. Duration of untreated mental illness is tracked and reported for 100 percent of program participants.
 11. Seventy percent of program participants will report more positive social connections.
 12. Seventy percent of program participants will report improved outcomes and positive perception of services.
 13. Seventy percent of program participants will have reduced involvement in the criminal justice system (fewer arrests, fewer days in jail).
 10. GBHI Performance goals
 - i. Utilize the Coordinated Entry System to provide outreach to 150 individuals experiencing homelessness each year
 - ii. Eighty (80) participants with Co-occurring disorder or Substance Use Disorder will be assessed and provided intensive case management, mental/behavioral health and/or substance use treatment, housing navigation, employment and supportive services each year.
 - iii. 80% of these participants will remain engaged with case management and

- treatment services at 6 months
- iv. 50% (40 participants) will secure permanent housing
- v. 70% of participants will secure or increase monthly income
- vi. 80% will become more engaged within the community through employment, volunteering, and/or recreational activity
- vii. 50% of participants will have fewer emergency room visits
- viii. 50% of participants will spend fewer days incarcerated.

F. Reporting Requirements and Timelines

1. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
2. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA INN reporting guidelines
3. SAMHSA GBHI Reporting Requirements
 - i. Data will be entered weekly into the Homeless Management Information System (HMIS) and the SAMHSA SPARS data tool
 - ii. Intakes for HOME Team clients will be input into both HMIS and the SAMHSA SPARS data tool weekly
 - iii. Personal Services Coordinators will complete required 6-month follow ups using the SAMHSA SPARS data tool within one week of 6-month follow-up due date
 - iv. All participants will complete the Coordinated Entry vulnerability assessment at intake
 - v. Collected data will be used to create a bi-annual report for SAMHSA
 - vi. Monthly, a program report will capture high level performance measures that will be provided to the Nevada County Continuum of Care
 - vii. Monthly review of data will be conducted by project evaluator to address data quality and/or compliance issues
 - viii. Report aggregate diagnostic information 2 times per year utilizing the DSM-V
 - ix. A local assessment performance report will be produced annually and provided to stakeholders

VI. Proposition 47 Grant

The Contractor, in conjunction with Behavioral Health and Public Defender staff, shall implement and monitor the delivery of mental health services and case management services to clients with criminal justice involvement and mental health and/or substance use disorder needs as identified by the Public Defender's Office. One 1.0 FTE Personal Service Coordinator (PSC) will be responsible for assisting identified clients in meeting their expressed mental health-related goals, as well as their substance use disorder treatment goals, which may include specific assistance with medication management, benefit linkage, housing, counseling, medical services, support, brokerage for other needed services, and

advocacy. Specifically, the PSC will focus on mental health diversion and other forensic activities, such as assisting clients with court proceedings and court navigation. Other examples include but are not limited to engaging clients while in jail, connecting clients to resources and treatment, and gathering documentation as directed by the judge (i.e. treatment plan, summary of progress, etc). The PSC will work under the supervision and direction of a Behavioral Health Program Manager, Public Defender, and Turning Point management.

A. The contractor will provide the following:

1. Rehabilitative Mental Health Services
2. Case Management Brokerage
3. Coordination and assistances with HOME Team as needed.

B. Staff Plan, Qualifications, and Duties:

1. One 1.0 FTE Personal Services Coordinator will work five days per week collocated with the Public Defender's Office. A Bachelor's Degree in Social Work or related field and two years varied experience as a provider of mental health services is preferred. Associates Degree in Social Work, or certificate as a California Addiction Specialist (e.g., CAD_C or equivalent), or related field and a minimum of six (6) years varied experience as a provider of mental health services is required. Additional qualifying experience may be substituted for education. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles.
2. Other skills include knowledge of and commitment to principles and goals of community mental health, recovery, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies and work effectively under stress and conflict, and have appropriate judgment and decision-making.

C. Duties of the staff shall be:

1. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
2. Maintaining all client records and complete required documentation and data entry (e.g., HMIS, Defender by Karpel), including progress notes, activity reports, and logs.
3. Advocating for clients in all areas of treatment, including court advocacy, mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
4. Coordinate mental health assessments, gather documents necessary for mental health diversion court proceedings including signed treatment plans and progress summaries.

5. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
6. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
7. Transport clients to necessary meetings and appointments using their personal vehicle.

D. Rental Assistance and Flexible Funding

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

E. Evaluation: Data to be Collected

1. Number of individuals receiving case management at the Public Defender's Office.
2. Number of individuals receiving case management who are experiencing homelessness, and linkages to housing.
3. Linkages and referrals to mental health services and benefits (Medi-Cal, CalFresh, SSI/SSDI, etc).
4. Recidivism data for individuals receiving case management, if available.
5. Number of individuals receiving case management who are successfully diverted into Mental Health Diversion program, Mental Health Court, Drug Court, or other diversion program, including number who successfully completed said diversion program.
6. Other data as needed for grant compliance.

F. Audit

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

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

The Board of State and Community Corrections (BSCC) reserves the right to call for a program or financial audit at any time between the execution of the Proposition 47 Grant Agreement and 3 years following the end of the grant period. At any time, the BSCC may

disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

G. Performance Goals

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

VII. Insight Respite Center

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

Client Populations

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

The target population shall be residents of Nevada County and Sierra County who are:

1. Over the age of 18 years;
2. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care, including a psychiatric hospitalization, placement in an Institute of Mental Disease, Mental Health Rehabilitation Center, Crisis Stabilization Unit, or recently discharged from one of these placements, or experiencing a first episode or re-emergence of a psychotic break;
3. Assessed and approved by the County Access Team and its Program Manager or his/her designee;
4. Medically stable;

5. Not under the influence of alcohol and/or drug;
6. Able to maintain acceptable personal hygiene;
7. Be responsible for preparing meals and cleaning up after oneself;
8. Understand and sign or initial necessary documentation;
9. Willing to follow participant agreement upon entering the house; and Have a place to return to when leaving the Center.

The Contractor shall provide:

1. The Facility

- i. Master lease home large enough to house at least 4 clients
- ii. Home located in a community neighborhood, providing a friendly, safe, and supportive homelike environment
- iii. Admission, discharge, and other policies and procedures to operate the house
- iv. Personal rights policy
- v. Assist in Maintaining Buildings and Grounds
- vi. Outdoor Activity Space
- vii. Indoor Activity Space
- viii. Fixtures, Furniture, Equipment, and Supplies
- ix. Rehabilitative Mental Health Services
- x. Case Management Brokerage
- xi. Night and Weekend Supervision

2. Staffing

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

- Program Director - .10 FTE is an executive management position providing oversight to all Turning Point programs in Nevada County, and shall allot time to oversight of the operations, training, budget, and crisis related interventions of the Center.
- Program Manager -1.0 FTE shall be responsible for the overall management of the program with duties including, but not limited to, overseeing the implementation of program components, developing and managing the program and its budget, providing prompt intervention in resolving crisis events, including the coordination and use of other agencies when necessary for a resolution.
- Peer Support Specialist (PSC) - 6.0 FTE's will utilize their unique life experience, as well as therapeutic recovery – focused skills, to provide one-on-one counseling, including active, warm listening and empathy, along with messages of hope and recovery. The PSC will also provide community referrals and brief linkage services as necessary.
- Lead Peer Counselor (LPC) - 1.0 FTE will be responsible for the tracking and entering of participant enrollments, along with all associated data, into the Turning Point database, as well as in the County electronic health record or designated computer

programs. LPC will also provide administrative support when needed, as well as scheduling and coordination of peer counseling staff.

- Consultants will be utilized in the second year of the program. This will include staff from Spirit Center, including the Executive Director and other appropriate experts, to support further training and oversight of peer counseling services in a unique respite center. In addition, the County may also provide peer counselor trainers for this purpose.

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

3. Training

- i. The Spirit Empowerment Center shall include the following collaboration with Turning Point: referrals for perspective Insight Center staff, an ongoing advisory relationship with Turning Point leadership, ongoing training for respite staff, advise Turning Point staff on outcomes and the determination of additional Evidence-Based Practices (EBPs), referrals for potential participants at the Respite center, and a six week intensive interactive training program. Staff for the Insight Center shall also be hired from a pool of peer counselors trained by the County, or from other training programs, or include individuals with unique life experiences and strong skill sets.
- ii. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, and including holidays.
 1. All new staff must have the ability to write progress notes reflecting Medi-Cal services, as well as efficiently enter these notes in the electronic health record.
 2. Current staff will also be given more training related to documentation of Medi-Cal services and if they are unable to write appropriate progress notes may have to reduce or eliminate their hours to meet the minimum number of hours of billable services for the program as a whole indicated below.
- iii. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- iv. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, gender, sexual identity, or ancestry and Contractor shall comply with all fair

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

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

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

4. Program Services

- i. The program shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations, and shall remain in full compliance during the term of this agreement. Contractor shall provide specialty mental health rehabilitation services and case management services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults

who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.

- ii. The Center shall have a warm supportive home-like environment for individuals who receive active listening and empathy from peer counselors which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.
- iii. Participants shall be offered an opportunity to utilize respite support up to 14 days. If individuals need additional time at the center, the Center team shall document, consider requests, and may authorize additional days. The maximum length of stay is 28 days per admission.
- iv. The guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants. Peer counselors shall be invaluable in making the program warm and welcoming, in that they are able to share their own personal stories of challenges and recovery that help the participants connect and understand their own experiences. The principles of intentional peer support will define health as a working relationship between both the staff member and the participant working towards goals, not any one single person working alone.
- v. Peer counselors shall actively listen to participants in order to develop a comprehensive trauma-informed, crisis prevention WRAP plan. This plan will start with goal setting. The respite staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan shall help them to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the person. During their time at the Center, other natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.
- vi. The participants also shall be linked with valuable community resources to support their recovery once they leave the Center which they may not have otherwise known. Staff shall also provide opportunities for clients to be in both individual and group experiences that support skill building in order to support the client in progressing toward his/her goals; staff shall regularly check in and interact throughout the day with the clients.
- vii. Early Transition/Termination may occur with clients if their behavior does not align with house rules, need a higher level of care, display significant threatening behavior or verbalize threats to self or others, decline to follow significant parts of their support plan at the house, achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time

period (28 days), as determined by staff and the County. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. Contractor shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the team at County oversight meetings (see below).

- viii. All individuals who have transitioned or terminated early may be reviewed by an oversight process established by the County. The County shall also have the authority to terminate a participant at any time.
 - ix. The Contractor shall offer a “warm line” 24 hours per day, 7 days per week that will offer support to former alumni of the Center over the phone or as a walk-in.
 - x. Any volunteers operating in the capacity of answering the warm line or assisting on-site staff with supporting clients shall have training and the skill level equivalent to paid staff performing the same duties.
 - xi. Contractor shall provide clinical supervision to all treatment staff, in accordance with the County policies and procedures.
 - xii. All staff providing Specialty Mental Health Services shall maintain training for appropriate documentation.
5. Documentation of Services
- i. Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should normally not exceed 15 minutes for service provided and strive for no more than 20 minutes for every service provided. Time used for Progress Note documentation shall be included in “duration of service” time recorded on Progress Note and monthly invoice. Each progress note must include the intervention that addresses the client’s documented impairments as well as the client’s response to the intervention.
 - ii. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, collateral contacts (when applicable) and progress toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client’s level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.
 - iii. CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.
 - iv. Services to be billed according to Title 9 regulations include

Assessment/Evaluation, Plan Development, Individual/Group Rehabilitation, Case Management/Brokerage, and Collateral.

6. Medi-Cal Performance Measurement Goals

Contractor shall maintain productivity standards sufficient to generate target service levels, which includes at least 150 hours per month. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

7. Quality Assurance/Utilization Review/Compliance

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

CONTRACTOR shall also provide County with monthly Service Verification examples to equal 10% of client services provided by CONTRACTOR.

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

8. Outcome Measures:

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

- i. Decreased utilization and minimization of acute psychiatric inpatient hospitalization or other locked care, such as Mental Health Rehab Centers or Institute of Mental Disease facilities, by clients.
- ii. Decreased utilization of clients in locked residential care facilities
- iii. Decreased client involvement with justice system for clients
- iv. Families and caregivers are supported.
- v. Maintain a system that provides required data in compliance with MHSA and relevant grant reporting requirements, as outlined by the designated evaluator.

- vi. Contractor shall attend MHSA CSS and Innovation Subcommittee Meetings, and MHSA Steering Committee Meetings.
- vii. Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.
- viii. Complete required reporting forms.
- ix. Ensure that services are provided to eligible populations only
- x. Maintain effective program planning

The Contractor shall provide a written summary on a annual basis the following outcomes, client-level data on admission and discharge dates, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:

- i. Days of psychiatric hospitalization
- ii. Days incarcerated in jail for clients who were opened to Turning Point Providence Center or Level 1 Intensive Case Management at Behavioral Health.
- iii. 5150 assessments by Nevada County Crisis Team, at ER and other settings

The Contractor shall provide an additional annual summary yearly by April 1st of client changes in the following related to level of care:

- i. categories of living independently with daily medication deliveries by Turning Point Providence Center
- ii. living independently without daily medication delivery while opened to either Turning Point Providence Center or Level 1 Intensive Case Management at Behavioral Health.
- iii. IMD or MHRC
- iv. Odyssey House
- v. Changes in MORs ratings as average across clients, beginning at onset of treatment in Respite, as first comparison, and 6 month increments for a year for Turning Point Providence Center clients.

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

MHSA reporting requirement include the following:

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

- i. The targeted number of clients to be served in each reporting quarter.
- ii. The total number of clients to be served in each reporting quarter.
- iii. The final Quarterly Progress Report shall include the total number of unduplicated client units served by each program/service during the fiscal year.
- iv. The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.

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

The County shall:

1. Provide intake assessment and oversight of the referral process to Center via the Access Team at the Grass Valley Adult Clinic, where final authorization of admission to the Center will be given by the Adult Services Program Manager or his/her designee.
2. Participate and lead team meetings involving key County and Contractor staff to oversee the process of placement in, services within, and transitions or terminations of clients from the Center. The team will meet regularly and determine client needs, program functioning, and any modifications necessary for successful application of the principles outlined above.
3. Provide full range of services and support to clients within the Center, or arrange for the Providence Center to provide such services, including Treatment Plan development, psychotherapy, service coordination and medication services.
4. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the County, Contractor, Spirit Peer Empowerment Center, designated grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties.
5. Make available all pertinent data and records for review.
6. Provide any necessary training on County mandated data systems, such as the Cerner Behavioral Health Solution, that the Contractor is not already familiar using.
7. Oversee relevant grant and MHSA related evaluations to ensure success of outcome data collection noted above.

8. Not direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
9. Ensure that all persons working within the Crisis continuum care will receive comprehensive training related to understanding the array of services with the Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Odyssey House, Sierra Nevada Memorial Hospital, Spirit Empowerment Center, and other County and Contractor programs that make up the crisis related services in this area.
10. Work in collaboration to ensure that all Center participants to the best extent possible have a clinically supported transition back to their home.
11. Shall provide a Quality Assurance Team who shall:
 - a. inform Contractor of County's documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures.
 - b. provide training as needed.
 - c. review Contractors procedures.
 - d. submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames.

VIII. Other Requirements for all Programs

1. Stabilization Funds:

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview

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

Contractor shall abide by the following allowable costs guidelines:

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

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

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

Grant/Funding Authorization

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

2. Outcome Measures:

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

Providence Center and Catherine Lane

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

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

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

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

6. Level of Care:
 - a. categories of living independently with daily medication deliveries

- b. living independently without daily medication delivery
 - c. Board and Care/MD
 - d. Odyssey House
7. Changes in MORs ratings as average across clients, beginning at onset of treatment as first comparison, rather than 12 months prior to treatment

3. **Medi-Cal Certification and Goals:**

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

Medi-Cal Performance Measurement Goals:

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

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

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

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

Objective d. Each Medi-Cal service provided must meet medical necessity guidelines and meet

Medi-Cal requirements as described by service and activity/procedure code. Objective e. Contractor shall document and maintain all clients' records to comply with all

Medi-Cal regulations.

4. **Documentation**

- Assessment, Authorization of Services, Client Plan, Progress Notes—will be prepared and maintained in accord with County procedures as well as state and federal requirements and submitted by Contractor to County upon request. For services which must be authorized by County, Contractor shall submit Request for Authorization and other required documentation prior to rendering such services. County or County designee will review for authorization and communicate in writing or by E-mail the results within 5 calendar days to the provider, in accordance with applicable regulations.
- Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the

County Staff will be contacted and consulted immediately within 24 hours at the latest.

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

Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance with MHSA reporting requirements.
- Contractor shall attend MHSA CSS/PEI Subcommittee Meeting and MHSA Steering Committee Meetings.
- Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet mandated reporting requirements.
- Comply and cooperate with County in the transition from ICD-9 to ICD-10 and from DSM IV-TR to DSM-5 Codes. County will make training available to Contractor.
- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.

o MHSA reporting requirement include the following:

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

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

Full Service Partnership Contractors shall submit Full Service Partnership Performance Outcome Data through the Data Collection and Reporting System (DCR). The contractor shall

conduct a Partnership Assessment of the client at the time the full service partnership agreement is created between the Contractor and the client, and when appropriate the client's family. The contractor shall collect information as appropriate including, but not limited to:

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

The Contractor shall collect the following key event data:

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

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

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

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

- Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care.
- Holistic Approach- services will be designed to support the whole person can attain

- the highest level of resiliency.
- Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family and service and support providers.
- Rehabilitation: promoting the ideals of “at home” and “out of trouble: through personal responsibility and accountability.
- Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
- Ensure services will be culturally competent and culturally responsive.

DCR Data Quality Metrics

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

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

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

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

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$3,710,886 for the period of July 1, 2020 through June 30, 2021. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses. Please note with the current dire economic forecast the risk of mid year contract adjustments are higher than usual.

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

Turning Point

Providence; Catherine; IST; Shelter Only

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 \$	2,460,689
Target Annual Billable Units	961,066

Target Monthly Billable Svc \$	205,057
Target Monthly Billable Units	80,089
Target Annual Non-Billable Svc \$	307,240
Target Annual Non-Billable Units	152,099
Target Monthly Non-Billable Svc \$	25,603
Target Monthly Non-Billable Units	12,675

Billing and Service Documentation

The table above shows the expected monthly number of billable units and revenue to be produced under this contract. GBHI, MHSA INN and Prop 47 will be paid based on actual cost and is not part of the above table. Interim Payment rates shall be at the County Maximum Allowance (CMA) rate or Negotiated Rate effective on the day the service is rendered (current interim rates are listed in the table above). Negotiated Rate shall apply only if the Contractor already has a State Department of Health Care Services (SDHCS) approved negotiated rate in County for the specific services to be provided. Interim Rates are subject to the Settlement provisions below for both billable and non-billable services.

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

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

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

For the period of July 1, 2020 through February 29th, 2021 Contractor will cooperate with the County process for submitting the unit of service data for the County Medi-Cal and other billing processes on the required timeline. Contractor will: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents; upon County request; audit services and correcting service or

billing errors, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

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

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

For the period of March 1, 2021 through June 30th, 2021 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$231,589 for satisfactorily providing services as outlined in Exhibit "A". All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12th reimbursement rate for project expenditures if justified.

Contractor should continue efforts to meet above listed monthly targets and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

GBHI, MHSA INN and Prop 47 reimbursement will be based on actual salary/benefits of Contractor's assigned staff and related program expenses. Mileage reimbursement may not exceed the current IRS allowable rate. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Reimbursement for GBHI and Prop 47 is contingent and dependent upon the department's receipt of anticipated grant funding for this program.

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

Contractor shall submit invoices and reports to:

Nevada County Behavioral Health Department

Attn: Fiscal Staff

500 Crown Point, Suite 120
Grass Valley, CA 95945

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

Cost Settlement

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

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

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

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

Records to be Maintained:

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

ATTACHMENT "B"

	Providenc e	Catherin e	IST	GBHI	INN	Prop 47	Shelter Services	Respite	Total Budget 20/21
Personnel									
Salaries - Management	117,296	-	-	-	-	-		73,334	190,630
Salaries - Treatment	643,180	135,200	172,037	97,402	36,421	44,408	47,840	171,046	1,347,534
Salaries - Office	74,214	23,920	-	-	-	-			98,134
Member pay	40,560	10,816	-	-	-	-	-		51,376
Vacation/holiday								6,014	6,014
Retirement benefit	332,595	64,576	65,374	37,013	13,839	16,875	28,029	14,012	572,313
Benefit credit								33,100	33,100
Payroll tax - fica-medicare								21,438	21,438
SUI								2,242	2,242
Worker compensation insurance	24,781	28,764	4,301	2,435	911	1,110		58,627	120,929
Physician	156,000	-	-	-	-	-			156,000
On-call/Overtime	10,000	-	-	5,000	-	-		24,935	39,935
Total Personnel	1,398,626	263,276	241,712	141,850	51,171	62,393	75,869	404,748	2,639,645
Operating Costs									
Therapy Consultants	412	-	-	-	-	-			412
Training	2,046	-	-	4,000	-	-		650	6,696
Medical supplies	1,358	-	-	-	-	-		-	1,358
Program Supplies	1,558	-	-	-	-	-		3,018	4,576
Books, dues, and subscriptions	514	-	-	-	-	-		-	514
Expensed Furniture-Office	-	-	-	-	-	-		3,793	3,793
Expensed tools & equipment	5,144	922	88	-	-	-		1,500	7,654
Software License, Support & Upgrades	8,240	554	278	1,800	-	-		1,400	12,272
Equipment <= 1 & 5 thousand	-	-	-	-	-	-		3,218	3,218
Equipment rental	2,808	96	48	-	-	-		216	3,168
Vehicle repair and maintenance	8,384	-	-	-	5,000	-			13,384
Vehicle fuel	4,194	-	3,346	-	-	-			7,540
Facility repair & maintenance	116	-	-	-	-	-		11,044	11,160

Security	2,000	10	4	-	-	-		24	2,038
Maintenance	902	-	452	-	-	-		3,500	4,854
Storage rent	660	-	-	-	-	-		-	660
Building rent	66,385	24,672	11,117	-	-	-		50,400	152,574
Utilities	-	-	-	-	-	-		13,263	13,263
Telephone	31,742	10,184	8,188	1,090	-	763	1,200	13,776	66,943
Insurance	15,978	2,258	1,239	-	-	-	400	2,990	22,865
Employee mileage	62,946	3,346	7,592	11,674	5,000	2,000	1,500	2,340	96,398
Travel	2,528	-	-	-	-	-			2,528
Office expenses	10,030	2,426	6,228	524	-	-	1,100	11,766	32,074
Contract Monitoring Fees	30,678	4,816	1,782	-	-	-	1,021		38,297
Employee hiring	1,084	185	118	-	-	-		100	1,487
Employment advertising	-	-	10	-	-	-		251	261
Depreciation	6,532	-	40	-	-	-			6,572
Interest Expense	1,308	-	-	-	-	-			1,308
Non-Exempt property tax	518	2	-	-	-	-			520
Note Premium	-	-	-	-	-	-		2	2
Transcription services	5,250	-	-	-	-	-		-	5,250
Acquisition Costs Amortization	-	1,500	-	-	-	-			1,500
Delivery expense	2,396	152	-	-	-	-		350	2,898
Total Operating Costs	275,711	51,123	40,530	19,088	10,000	2,763	5,221	123,601	528,037
Allocated Costs									
Indirect Administrative	251,151	47,160	42,336	24,141	9,176	9,773	12,164	79,253	475,154
Total Allocated Costs	251,151	47,160	42,336	24,141	9,176	9,773	12,164	79,253	475,154
Client Support Expense									
Client Special Events	6,618	-	-	-	-	-			6,618
Client Support Services	-	-	86	-	-	-			86
Client Groceries	5,058	9,642	3,900	-	-	-		5,000	23,600
Client Restaurant Meals	1,090	-	-	-	-	-			1,090
Furniture & Other Household- Client	2,104	382	-	-	-	-			2,486
Facility repair & maintenance- Client	9,654	1,118	-	-	-	-			10,772
Master Lease Rent	870	-	-	-	-	-			870
Permanent Housing Rent	9,390	-	-	-	-	-			9,390

Motel/Hotel Vouchers	40,276	-	-	-	-	-			40,276
Utilities-Client	7,820	14,072	-	-	-	-			21,892
Telephone-Client	366	-	-	-	-	-			366
Client Medication & Lab Work	28	-	-	-	-	-			28
Unoccupied client housing	2,120	-	-	-	-	-			2,120
Client- Documents	112	-	-	-	-	-			112
Client- Travel and Transport	1,538	-	-	-	-	-			1,538
Client Housing-Insurance	1,844	-	-	-	-	-			1,844
Total Client Support Expense	88,888	25,214	3,986	-	-	-	-	5,000	123,088
Total Expenses	2,014,376	386,773	328,564	185,079	70,347	74,929	93,254	612,602	3,765,924
Revenue - rents	(9,278)	(45,760)							(55,038)
Total Net Expenses	2,005,098	341,013	328,564	185,079	70,347	74,929	93,254	612,602	3,710,886

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance covering mental health services, case management/brokerage, medication support, crisis intervention, and therapeutic behavioral services (TBS) malpractice, also sexual misconduct/abuse, and information privacy coverage with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (vi) **Cyber Liability** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits no less than **\$3,000,000** per occurrence, **\$3,000,000** aggregate.
- (vii) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or

operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

EXHIBIT D

BEHAVIORAL HEALTH PROVISIONS

1. 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 Med-

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.

2. 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

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Exhibit D

Professional Services Agreement-HHSA – Behavioral Health Provisions

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.

3. 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 “E”

SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

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

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

Contractor agrees to:

1. 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.

SUMMARY OF CONTRACT

TURNING POINT COMMUNITY PROGRAMS, INC.

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

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

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: 3,710,886

Contract Beginning Date: 07/01/2020 **Contract Termination Date:** 06/30/2021

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd
Commercial General Liability	(\$2,000,000)	<u>X</u>
Sexual Abuse or Molestation Liability	(\$1,000,000)	<u>X</u>
Automobile Liability	(\$1,000,000)	<u>X</u>
Worker's Compensation	(Statutory Limits)	<u>X</u>
Professional Errors and Omissions	(\$2,000,000)	<u>X</u>
Cyber Liability	(\$3,000,000)	<u>X</u>

LICENSES AND PREVAILING WAGES

Designate all required licenses:

All licenses as required to perform professional services as contemplated under this contract.

NOTICE & IDENTIFICATION

Contractor: Turning Point Community Programs, Inc.
10850 Gold Center Drive
Rancho Cordova, CA 95670

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Al Rowlett
Phone: (916) 364-8395
E-mail: AlRowlett@tpcp.org

Contact Person: Darryl Quinn
Phone: (530) 470-2559
E-mail: Darryl.quinn@co.nevada.ca.us

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>X</u>
Exhibit D: Behavioral Health Provisions (For all BH Contracts)	<u>X</u>
Exhibit E: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>