

Administering Agency: Nevada County Behavioral Health Department

Contract No. _____

Contract Description: Phone Triage Services; Regional Telephone Triage Services for Placer County's Adult System of Care and Children's System of Care (CSOC), New Directions Program Services; Patients' Rights and Quality Assurance Services.

PROFESSIONAL SERVICES AGREEMENT FOR HEALTH AND HUMAN SERVICES

THIS AGREEMENT is made at Nevada City, California, as of July 14, 2020 by and between the County of Nevada, ("County"), and **AUBURN COUNSELING SERVICES, 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 One Million Three Hundred Ninety Two Thousand Two Hundred and Fifty Dollars (\$1,392,250).**
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.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
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

CONTRACTOR:
Auburn Counseling Services, Inc.
2280 Grass Valley Highway #225
Auburn, California 95603

Nevada County
Behavioral Health Department
Attn: Darryl Quinn

Attn: Ben Lopez, LCSW

Phone: (530) 470-2559

Phone: (530) 885-2351

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: Auburn Counseling Services, Inc.

By: _____ Date: _____

Name: Ben Lopez

* 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
AUBURN COUNSELING SERVICES, INC.

STATEMENT OF PROGRAM PURPOSE:

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

I. CONTRACTOR RESPONSIBILITIES:

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

These services will transition from the current location to a new, temporary location in the next year. The staff of the Contractor and the County will work in conjunction to ensure a seamless transition is made, ensuring that a stoppage does not occur in the telephone services.

STAFFING PLAN, QUALIFICATIONS AND DUTIES:

A. Program Director

Program Director shall be a Licensed Clinical Social Worker, Marriage Family Child Counselor, Licensed Psychologist, or Registered Nurse with 5 years' experience in community mental health and three years administrative or management experience. Program Director shall be responsible in this contract for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance.

B. Program Manager

Program Manager must be a licensed or licensed eligible mental health professional with five years' experience in community mental health services. Program Manager shall, under the

direct supervision of the Program Director and commensurate with scope of practice, provide supervision for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance. The Program Manager will be responsible for providing on the job training as well as arranging for the In-service Program. This supervisor will also arrange the various consultants needed to provide the program richness for the residents' value.

C. Phone Triage Staff

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

Triage staff shall be responsible for answering all calls forwarded to facility by County. Staff shall evaluate each call to determine if call should be forwarded to County's Crisis Team; provide mental health rehabilitation services as appropriate; provide information, education, and/or consultation as needed. Triage staff shall provide documentation that meets Medi-Cal, Medicare, and Nevada County Mental Health Managed Care requirements for all calls.

1. Phone Services for Nevada County

Phone triage service includes answering both crisis and access calls, along with occasional business and other clinically related calls. Phone triage staff shall:

- a. Document all calls. Documentation shall meet Medi-Cal, Medicare, Rehabilitation Option, and County's Managed Care Program requirements.
- b. Complete Event Monitoring Form for each shift, identifying all calls received using the appropriate Event Monitoring Coding.
- c. Originals of all documentation and completed Event Monitoring Forms shall be submitted daily to County's Behavioral Health Department.
- d. Take business messages for County Behavioral Health Department and transfer these calls to designated message voice mail from 8:00 a.m. to 9:00 a.m., Monday through Friday.
- e. Take after-hours business calls related to urgent situations involving New Directions and other clients in Supportive Independent Living homes. For calls identifying a housing need (e.g., plumbing problems) or social or other need (interpersonal conflict) that cannot wait (after some form of phone counseling on the urgent matter) for the next business day contact via cell phone the BH case manager liaison for housing or the Adult Program Manager.

A) Crisis Phone Services

Crisis Phone Triage Service shall respond to all crisis line [i.e., (530) 265-5811] telephone calls, providing 24-hour coverage. Crisis Phone Triage Service shall:

1. Assess and evaluate each call to determine if call is an emergency and should be forwarded to Crisis Team.
2. Provide information, consultation and education for clients by phone as appropriate.
3. Provide mental health rehabilitation services by phone when appropriate. Phone Triage shall contact County's Crisis Team each day at 9:00 a.m. Monday through Friday to alert Crisis Team of any pending emergency situations.

B) Access Phone Services

Access phone requests received through the two Access lines [i.e., (530) 265-1437 or (888) 801-1437] for services by potential clients, or family, friends, or support persons of a potential client are answered Monday through Friday 5:00 p.m. to 9 a.m.; weekends from Friday 5:00 p.m. to Monday 9:00 a.m.; and 24-hour coverage on Holidays. Access Phone Triage Service will also have forwarded calls from NCBH staff during business hours when NCBH staff is not available to take such calls. Access Triage Services shall be answered by same staff as those providing Crisis Phone Triage Service and shall assess and determine that a call is a request for possible services, as compared to a general business call, crisis call, or other clinical calls from an open client.

Calls from individuals or about individuals that are requests for services for individuals not already open to the system of care at NCBH, are to be logged as part of the request in a call log; an accompanying triage script form is to be completed and faxed to Access team according to Access procedures.

Contractor shall provide In-service training. All staff shall receive the following In-Service within 60 days of their employment:

Basic First Aid
Fire
Prevention
Training

Disaster
Plan
Training

Admission criteria and
assessment procedures
Recording Procedures,
including:

development and updating of needs and
service plans, principles of resident record
keeping

Reporting Responsibilities

Living Skills
Teaching
Techniques Basic
Conflict
Resolution
Training

Medication handling, side effects and signs of over-medicating

All staff shall receive a minimum of 20 hours of In-Service per year. Topics will be relevant to the needs of the residents. Some examples of this training follow:

1. Basic knowledge of counseling skills, including individual, group, pre-vocational, job counseling skills.
2. Understanding Schizophrenia
3. Understanding Depression
4. Working with the multiple diagnosed individuals
5. Medication usage
6. Communication skills
7. Therapeutic exercises
8. Leisure time usage
9. Handling suicide threats or actions and crisis management
10. Discharge planning
11. Knowledge of community services and resources
12. Principles of good nutrition, proper food preparation, storage, and menu planning

Any staff assigned to the Crisis Triage function shall have a minimum of 20 hours per year of training specific to those duties. In addition, all staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers, and 2) Ensuring that all requirements of the 24/7 access line are met. New hires will receive training within 30 days of hire.

All in-service training shall be documented for each employee. These may be provided through video presentations, classroom instruction, oral presentations,

audiovisual presentations, audio tape presentations, or performing the duties under the direct supervision of an instructor.

2. Patients' Rights Advocate:

Contractor shall provide personnel to provide Patients' Rights Advocate duties pursuant to Welfare and Institution Code §5520 and Mental Health Service Act (MHSA) Issue Resolution Process: Each local mental health director shall appoint, or contract for services of, one or more county patients' rights advocates (based on county population).

The duties of an advocate shall include, but not necessarily be limited to the following:

- a. To receive and investigate complaints, (e.g. Appeals and Grievances) from or concerning recipients, or prior recipients, of mental health services.
- b. To represent a client's interests, as defined by the client, as long as those interests are within the bounds of law and achievable within the resources of the advocate.
- c. To monitor mental health services and programs for compliance with statutory and regulatory patients' rights provisions.
- d. To provide training and education about mental health law and patients' rights to Behavioral Health providers.
- e. To ensure that recipients of mental health services in licensed health and community care facilities are notified of their rights.
- f. To exchange information and cooperate with the Office of Patients' Rights (a portion of Disability Rights of CA), which has contracted with the Department of Mental Health to provide technical assistance and training to county advocates.
- g. To receive and investigate complaints regarding inappropriate use of MHSA funds.
- h. To receive and investigate complaints regarding inconsistency between approved MHSA plan and implementation.
- i. To receive and investigate complaints regarding Nevada County Community Program Planning Process.

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

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

- a. Help ensure the statutory and constitutional rights of persons identified as mental health clients - these rights are in Nevada County Behavioral Health (NCBH) policies, procedures, and the Guide to Medi-Cal Mental Health Services, the Welfare and Institutions Code and Federal laws.
- b. Follow guidelines NCBH has established to work out problems about issues related to the specialty mental health services a beneficiary may be receiving (pages 20 thru 31 of the Guide to Medi-Cal Mental Health Services). This may involve The Appeal Process, standard and expedited, (pages 22-25); The State Fair Hearing Process,

standard and expedited, (pages 26-27); and the Grievance Process [pages 28-29]. Additionally, follow Nevada County MHSA Issue Resolution Process document.

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

Supply Reviews to the Quality Assurance Officer.

- s. Provide a report to the Quality Assurance Officer showing the statistics on Patients' Rights contacts for each fiscal year on a six- and twelve-month basis, indicating the type of call (i.e. Grievance, Appeal, non-Grievance/Appeal, and Information/Referral) and how long it took to resolve any Grievance or Appeal to assure mandated timelines were met.

For Quality Assurance, duties include:

- a. Verify the NCBH individual providers' licenses twice yearly (e.g. June and December). This involves checking the current Medi-Cal Suspended and Ineligible Provider list, The CA Dept. of Consumer Affairs verification lists for Behavioral Sciences and Psychologists, and the Federal Exclusion List of the Office of Inspector General, U.S. Dept. of Health and Human Services.
- b. Notify the Quality Assurance Officer if someone is found to be out of compliance with Medi-Cal, Consumer Affairs, or the Federal exclusion list, and then the said person is notified and asked to do what is necessary to get off the list so they can continue working with NCBH clients.
- c. Conduct the yearly consumer survey of clients of NCBH at BH offices and providers such as, Turning Point, Uplift, Victor, Stanford Youth Solutions (formerly Sierra Forever Families), and soon Granite Wellness Centers (formerly Community Recovery Resources).

3. Quality Assurance/Utilization Review:

Contractor shall provide personnel to deliver Quality Assurance/Utilization review services to NCBH. It is the policy of NCBH to have an ongoing Utilization Review process which assures consistency in the process of authorizing mental health services to Nevada County beneficiaries, in conjunction with NCBH Manager and Supervisors. Contractor shall provide Utilization Review Services which includes monitoring the flow of information between Nevada County Behavioral Health and its contractors. Contractor shall perform quality review and monitoring compliance activities in accordance with, but not limited to, regulations outlined by the Mental Health Plan, State Department of Health Care Services, County Policies, State Performance Contracts and Federal Rules and Regulations.

Contractor, through the use of post-service utilization review tasks, will fulfill a component of the requisite Quality Improvement activities of the NCBH Quality Assurance Department. Utilization Review tasks ensure consistent standards for authorization decisions when delivering specialty mental health services to Nevada County beneficiaries.

Quality Assurance is a function of the Mental Health Plan (MHP), which ensures compliance with all Medi-Cal regulations, including "medical necessity", and all other contracted elements delineated by the California Department of Health Care Services. The Program outcome is to assure the reduction in the frequency of improper charting and reduce the likelihood of duplicated services, thus reducing the risk of disallowances and assuring the provision of high quality cost-effective client care.

At this time, the Quality Assurance/Utilization Review services will average approximately forty (40) hours per week of services for the Behavioral Health Department.

The duties of the Quality Assurance/Utilization Review staff shall include, but not necessarily be limited to the following:

- a. Utilization review and training activities related to monitoring of MHP program integrity standards.
- b. Utilization review and training activities required as part of clinical performance improvement projects
- c. Preparation time for Quality Improvement Committee meetings, preparation time, and follow-up of clinical Quality Improvement issues
- d. Clerical time spent supporting clinical chart reviews, gathering of clinical chart and billing documentation, and follow-up of clinical Quality Assurance (QA) issues
- e. QA activities required for implementation and evaluation of clinical practice guidelines
- f. Utilization review activities required for Therapeutic Behavioral Services (TBS), assistance with state audits, and federal audits of TBS
- g. Personnel time and materials for assisting state and federal auditors with county audits for compliance with External Quality Review standards, and other related Medi-Cal specialty mental health services standards
- h. Perform a variety of activities in the planning, development, implementation, coordination, operation and oversight of the Quality Management and Compliance functions of NCBH and its contracted Network and Organizational Providers.
 - j. Prepare, track and seek clinical supervisor authorization for all initial and ongoing outpatient mental health and substance use treatment services for Network and Organizational Providers of NCBH.
 - k. Conduct regular client chart review and authorization tracking of mental health treatment for NCBH.
 - l. Promote employee and organizational excellence through adherence to professional standards of conduct and accountability.
 - m. Identify trends and patterns in a variety of areas and develop and prepare meaningful reports, projections, and outcome studies and make quality improvement recommendations when needed.
- n. Provide consultative services to NCBH Management.

4. Registered Intern Supervisor:

- a. Provide individual and/or group supervision for registered MSW and other registered interns' hours toward licensure.
- b. Provide regular updates to management regarding intern progress.

5. Placer County Telephone Triage and Answering Services:

Contractor agrees to provide services in accordance with County's Contract for Services with Placer County Department of Health and Human Services for Telephone Triage and Telephone Answering Services.

Program Description:

Contractor agrees to provide Telephone Triage Services for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, and 5150 referrals for adults and children.

Contractor also agrees to provide telephone answering services for after-hours (i.e. non-business hours) CSOC Child Welfare Services (CWS) calls.

Telephone Triage Services for ASOC shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement, which include the following referrals:

- a. Referrals for ASOC received Monday through Friday 8:00 a.m. to 5:00 p.m. shall be referred to as defined below.
- b. ASOC referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) shall be referred to Placer County's after-hours service provider, Sierra Family Services as defined below.
- c. CSOC mental health or 5150 crisis referrals received After-Hours (after 10:00 p.m., and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) shall be referred to Placer County's after-hours service provider, Sierra Family Services.

The specific responsibilities of Contractor for Placer County's Children's System of Care Child Welfare Service (CWS) calls are as follows:

- a. The after-hours telephone calls for CWS referrals and emergencies will be directed immediately to the designated after-hours Placer County CWS Social Worker, who shall be solely responsible for the intake and/or screening of child welfare referrals and/or emergency calls.
- b. The Contractor will obtain necessary contact information of caller to allow for a call back in the event of a disrupted call.
- c. The Contractor shall not provide CWS triage services or otherwise be responsible for intake or screening of the calls, including emergency CWS calls.
- d. The Contractor shall act only as a telephone answering service for the purpose of transferring the afterhours CWS calls to the CWS worker.

The specific responsibilities of Contractor for Other Placer Phone Triage Services for ASOC and CSOC non-CWS Programs are as follows:

- a. Receive all calls, collect intake information and make assessment for appropriate referral to ASOC and CSOC non-CWS Programs (APS, IHSS, Adult Mental Health, APS, and CSOC Mental Health or 5150 Crisis). Document all calls through utilization of the Placer County AVATAR tracking system (Call Log Report and 5150 Case Tracker).
- b. Check the AVATAR tracking system to verify if caller is an active client in ASOC program or whether client has mental health history.

If client is determined an active mental health client, Intake Worker shall leave a voice mail message for a specific case manager with information on client's status. If client is determined to be an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status.

- c. Screen all referrals to determine eligibility (Medi-Cal or third-party insurance).
 - d. Complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, or 5150 Crisis.
 - e. For ASCO and CSOC mental health and 5150 crisis calls, use the Managed Care screening tool to determine linkage of mental health services to the specific managed care plan, where appropriate.
 - f. For CSOC mental health and 5150 crisis calls, screen all mental health referrals to determine crisis status.
 - g. For CSOC mental health and 5150 crisis calls, contact Sierra Mental Wellness Group staff to provide crisis mental health response per usual protocol following screening.
 - h. For ASOC mental health and crisis calls, contact ASOC Adult Crisis Response Coordinator during the hours of 8 am to 5 pm Monday through Friday for referral of any 5150 evaluations. On weekends or evening after hours, contact Sierra Family Services staff providing crisis response. During business hours on referrals involving conserved clients, the Intake worker will direct the County worker to contact the Public Guardian (PG) Office. After hours, the Intake worker will contact the County After-Hours supervisor or contracted crisis worker and direct them to alert the PG Office.
 - i. All documentation shall meet requirements set forth by the Department of Mental Health, and Placer County's Managed Care Program to meet the requirements of assuring access to Mental Health Services.
 - j. Provide information, consultation, and education for clients by telephone as appropriate.
6. Contractor shall comply with all the Security Standards for the Placer County Data Network Plumas County Phone Triage Services:

Plumas County Phone Triage services includes answering the main line for Mental

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

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

7. El Dorado County Phone Services:

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

- a. Answer County crisis calls within two (2) rings, from a line specifically dedicated for County crisis line callers.
- b. Collect intake information, screen to determine crisis status of caller, and make appropriate referrals to County Law Enforcement, County Mental Health Request for Service, or County Substance Use Disorder (SUD) Request for Service, as mutually agreed upon by the caller and the Contractor.
- c. Law Enforcement referrals include welfare checks, as well as general referrals that are mutually agreed upon by caller and the Contractor.
- d. develop a safety plan with callers in crisis, which includes mental health, SUD, and other referrals, along with names of support people, and the number for the twenty-four (24) hour crisis line.
- e. Instruct caller to go to a hospital if a safety plan with caller is not possible. For those callers considered an immediate danger to self or others, Contractor shall cross report to County Law Enforcement for welfare check. **Daily documentation of calls, including type of referrals made and disposition of calls to the County for follow up, will be sent via fax at (530) 295-2532.**

8. New Directions Staff

Contractor shall provide staff trained in both adult education and case management and provide these services at the Behavioral Health office in Grass Valley. The staff shall provide case management, plan development, collateral and rehabilitation mental health services (as defined by California Code of Regulation, Title 9), as well as adult education classes for County clients in the New Directions Behavioral Health Program. Services shall be provided based on established medical necessity and authorization policies carried out by the County and these services shall address behavioral, emotional, and functional impairments. This staff shall maintain at least an 80% productivity standard. All documentation shall be completed according to Medi-Cal requirements.

The Contractor shall provide targeted peer counseling training classes. These classes and other adult education classes, including the performance objectives, methodology, and teaching plan, shall be reviewed with and approved by the County Program Manager. At least two (2) separate Peer Counseling Training series (of at least 24 weeks) shall be completed within the year. The staff shall provide four (4) hours per week of targeted training services to enable Peer Supporters to effectively provide crisis support, counseling, and rehabilitative services to individuals in the Insight Respite Center.

The Contractor shall run Rehabilitation groups, which include peer counseling training, three (3) days per week, five (5) hours per day with a minimum of five (5) people attending groups. The Contractor shall facilitate the development of community service training where New Directions clients educate community partners one (1) time per quarter on issues related to mental illness, to include the goal of decreasing stigma about mental illness.

9. Substance Use Disorder Care Coordination:

Contractor shall provide 2.00 Full Time Equivalent (FTE) care coordination and linkage services, such that individuals accessing services in the Nevada County Substance Use Disorder System of Care will be connected to needed treatment for substance use disorders, including Medication Assisted Treatment (MAT) when appropriate. Services provided by the SUD Care Coordinator may include, but are not limited to:

- a. Meet with clients presenting to the Nevada County Behavioral health walk in clinic for warm hand-offs
- b. Ensure transition of beneficiary to appropriate level of care, including warm hand offs and transportation as appropriate
- c. Provide care coordination and advocacy with mental health, physical health, transportation, housing, educational, and vocational services to reintegrate into the community as appropriate
- d. Provide case management services to eligible beneficiaries as documented in the treatment plan/service plan.

- e. Education and linkage to Medication Assisted Treatment Program;
- f. Linkage to Recovery Residences or other clean and sober living situation;
- g. Communication, coordination, referral and related activities;
- h. Monitoring service delivery to ensure beneficiary access to services;
- i. Monitor beneficiary progress;
- j. Coordination of SUD data collection; produce weekly utilization reports
- k. Attend weekly care coordination meetings as appropriate
- l. Document services in the client record
- m. Track Recovery Residences authorizations
- n. Track SUD utilization date
- o. Complete CalOMS for NCBH SUD clients when connected to treatment
- p. Coordinate out of county residential placements and discharges

The SUD Care coordinator will have access to Flex Funds of up to \$8,000, which may be used to support program participants' success with their action plans, wellness, recovery, and stability. Flex funds must be used for gift cards for food, clothing, or other resources; specific purchases such as bike/car maintenance (e.g. tires, or repairs); deposits for housing; costs for credit/background checks, etc.; hotel/motel vouchers; and costs for transporting clients to necessary appointments or events.

10. Jail-Based Therapist:

The Contractor shall provide of a therapist at the Wayne Brown Correctional Facility to provide assessment and care coordination services. The contractor therapist(s) totaling 1.0 FTE shall:

- a. Be licensed thru the California Board of Psychology or Board of Behavioral Sciences or be an intern that is able to collect professional experience required of these boards.
- b. Provide psychosocial assessment for those persons who screen as high-risk on the Brief Jail Mental Health Screen (BJMHS) or for those individuals referred for assessment by the jail medical provider.
- c. Provide psychosocial assessments that are designed to evaluate the status of a participant's mental, emotional, or behavioral health. The therapist will utilize guidelines for the format of the assessment that is provided by the appointed Program Manager of the County. Assessments will be provided to the jail medical contractor upon the consent of the inmate.
- d. Collaborate with jail medical provider therapist on discharge planning, including designing a system for discharge that connects people with services in the community.
- e. Coordinate with NCBH or Health and Human Services Administration staff so that data on MI/SMI is collected and kept up to date for accurate reporting.

Other Contractor Responsibilities:

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. The Contractor shall:

- a. Be responsible for paying all employees' salaries and associated costs.
- b. Hire employees who are in a condition of health, including providing accommodations when possible and necessary, to perform their duties.
- c. Ensure that an employee provides services to the level or in the manner which is appropriate for the circumstances. It is not the intent of the County to direct or control the hiring of Contractor's employees but in the event that an employee is not performing to the expectations of the County, the County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
- d. Provide documentation of all services in accordance with Short/Doyle Medi-Cal Rehabilitation Option Manual and Managed Care.
- e. Be responsible for maintaining compliance with Department of Health Care Services Medi-Cal audits.
- f. Operate all components within the County projected budget.
- g. Perform services that the County may desire that are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
- h. Render personnel employment and services under this contract 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.
- i. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1252 et seq.).

- j. Provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 02-03, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services - Cultural Competence Plan Requirements."
- k. 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 and shall be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.
- l. Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.

II. COUNTY RESPONSIBILITIES:

The County shall:

- 1. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- 2. Make available all pertinent data and records for review.
- 3. Oversee day-to-day operations of the staff doing clinical supervision, care coordination, patient rights advocacy, therapist services, and quality assurance.
- 4. Provide clinical supervision of the staff, including review of performance and other key aspects of the positions.
- 5. Periodic review triage staff to ensure that requirements of the contract above related to crisis calls, as well as all requirements in 1810.405 of Title IX, California Code of Regulations as it pertains to beneficiaries accessing specialty mental health services, are met.

III. JOINT RESPONSIBILITIES:

Contractor and Behavioral Health shall jointly:

- 1. On a quarterly basis review expenses and budget status and to renegotiate budget projections if necessary.
- 2. Provide Quality Improvement training and shall monitor records to assure compliance.

3. Agree to comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.
4. Share joint responsibilities for review of all adverse incidents and unusual occurrences.
5. Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

IV. EVALUATION:

At 6-month intervals, the County shall do a Program Review, which shall include evaluation of:

1. Cost effectiveness
2. Program's ability to meet individual client's treatment goals and objectives
3. Follow-up of appropriateness of client's placement outside of transition home.
4. Analysis of impact on out-of-county placements and acute care costs.
Review of personnel records to assure compliance with Title 9.

County shall submit report of finding and recommendation to Contractor, who shall respond in writing within 30 days.

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:

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.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
AUBURN COUNSELING SERVICES, INC.

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

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

The maximum contract price shall not exceed \$1,392,250 for the contract term and is based on the following projected budget:

	-----Nevada County----->							<Placer County>	<El Dorado County>	<Plumas County>	
Category	Nevada County Triage	Patients Rights Advocate Svcs	Quality Assurance Clinical Supervisor	New Directions	Personal Service Coordinator (SUD 1)	Personal Service Coordinator (SUD 2)	Jail Therapist	Regional Phone Crisis	On-Call	On-Call	Total
Program Costs:											
- Wages/Salaries	129,881	20,205	69,445	36,481	55,876	53,880	95,787	458,945	5,328	21,662	\$947,489
- Overnight Benefit	\$0	0	0	0	0	0	0	\$0	0	0	-
- Payroll Taxes (10%)	15,839	2,464	8,469	4,449	6,814	6,571	11,681	55,969	650	2,642	115,547
- W/C Insurance (6.5%)	10,295	1,602	5,505	2,892	4,429	4,271	7,593	36,380	422	1,717	75,106
- Wages/Salaries (Benefits @1.5%)	2,376	370	1,270	667	1,022	986	1,752	8,395	97	396	17,332
- Transportation Costs	-	-	-	-	3,750	4,950	-	1,380	-	-	10,080
- Program Facilitation Fee	-	-	-	-	-	-	-	-	3,600	3,600	7,200
- Other County Offsets	-\$16,200	-	-	-	-	-	-	-	5,400	10,800	-
- Miscellaneous	1,724	335	341	320	1,604	1,429	633	2,601	567	389	9,943
Ancillary Costs:											
- SUD Grant Expenses	-	-	-	-	4,000	4,000	-	-	-	-	8,000
- Accounting Fees	8,249	1,053	2,119	1,901	1,912	1,808	1,992	16,851	1,000	1,129	38,014
- Payroll Processign Fees	1,012	158	543	285	437	421	749	3,578	42	169	7,394
- Liab/Mal Insurance	2,700	421	1,448	761	1,165	1,123	1,997	9,540	111	452	19,718
- Interest Expense	1,350	211	724	380	582	562	998	4,770	56	226	9,859
Administrative Fees	15,723	2,682	8,986	4,814	8,159	8,000	12,318	59,841	1,727	4,318	126,568
Total Expenses & Fees	\$172,950	\$29,500	\$98,850	\$52,950	\$89,750	\$88,000	\$135,500	\$658,250	19,000	\$47,500	\$1,392,250
Nevada County Subtotal	\$667,500										
Placer County Subtotal	\$658,250										
El Dorado County Subtotal	\$19,000										
Plumas County Subtotal	\$47,500										
Total 1 yr Contract	\$1,392,250										

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

Monthly invoices shall be an itemized accounting for costs incurred each month. In the event of termination or in the event of non-performance of this contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this contract.

Contractor shall submit monthly invoices to:

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

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.

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) **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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **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).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (v) 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

AUBURN COUNSELING SERVICES, INC.

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

Phone Triage Services; Regional Telephone Triage Services for Placer County's Adult System of Care and Children's System of Care (CSOC), New Directions Program Services; Patients' Rights and Quality Assurance Services.

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$1,392,250

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>
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>

LICENSES AND PREVAILING WAGES

Designate all required licenses:

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

NOTICE & IDENTIFICATION

Contractor: Auburn Counseling Services
2280 Grass Valley Highway #225
Auburn, California 95603

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

Contact Person: Ben Lopez, LCSW
Phone: (530) 885-2351

Contact Person: Darryl Quinn
Phone: (530) 470-2559

E-mail: acs4ben@gmail.com

E-mail: Darryl.quinn@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> X </u> Other,	<u> </u> LLC,	<u> </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>