



RESOLUTION No. 20-289

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH SIERRA MENTAL WELLNESS GROUP FOR THE PROVISION OF SERVICES IN RELATION TO CRISIS INTERVENTION, COMMUNITY CLIENT SERVICES, AND SERVICES RELATING TO THE OPERATION OF A CRISIS STABILIZATION UNIT (CSU) IN THE MAXIMUM AMOUNT OF \$2,333,470 FOR THE TERM OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, the Behavioral Health Department wishes to renew the annual contract with Sierra Mental Wellness Group for services in relation to crisis intervention, community client services, and services relating to the operation of a Crisis Stabilization Unit (CSU); and

WHEREAS, crisis services are case-driven initial evaluation and referral services for patients needing immediate mental health crisis intervention; and

WHEREAS, in coordination with the Nevada County Behavioral Health Department, a four-bed Crisis Stabilization Unit 24 hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to 23 consecutive hours per event; and

WHEREAS, the therapeutic response may encompass multiple functions including evaluations according to Section 5150 of the California Welfare and Institutions Code, to evaluate whether a patient able to function in the community, and if necessary, the Contractor's Crisis Workers are responsible for assisting in the admission and paperwork completion for the patient to enter a psychiatric inpatient facility.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Agreement by and between the County of Nevada and Sierra Mental Wellness Group pertaining to the provision of crisis intervention and community client services for the term of July 1, 2020 through June 30, 2021, in the maximum amount of \$2,333,470 be and hereby is approved, and that the Chair of the Board of Supervisors is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1512-40110-493-1000/521520; 1589-40110-493-8302/521520; 1589-40110-493-8501/521520; and 1589-40110-493-8301/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

7/14/2020 cc: BH*
AC* (Hold)

9/2/2020 cc: BH*
AC* (Release)

Administering Agency: Nevada County Behavioral Health Department

Contract No. 20-289

Contract Description: Provision of crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU).

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 **SIERRA MENTAL WELLNESS GROUP** ("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 Two Million Three Hundred Thirty Three Thousand Four Hundred and Seventy Dollars (\$2,333,470).**
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. **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.

31. **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.

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

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

Nevada County
Behavioral Health Department
Attn: Darryl Quinn

Phone: (530) 470-2559

CONTRACTOR:
Sierra Mental Wellness Group
406 Sunrise Avenue, Suite 300
Roseville, California 95661

Attn: Mary O'Mara

Phone: (916) 783-5207

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: Heidi Hall Date: Aug 14, 2020
Heidi Hall (Aug 14, 2020 11:57 PDT)

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

By: Julie Patterson Hunter

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

CONTRACTOR: SIERRA MENTAL WELLNESS GROUP

By: Julia Arnold Date: Aug 10, 2020
Julia Arnold (Aug 10, 2020 13:33 PDT)

Name: Julia Arnold

* Title: Board President

By: Bryan Wagner Date: Aug 11, 2020

Name: Bryan Wagner

* 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 SIERRA MENTAL WELLNESS GROUP

Contractor shall provide Crisis Intervention Services defined as an immediate therapeutic response by phone and/or face to face contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, information regarding Mental Health services and related issues, referral to alternate resources and consultation with referring agencies or client's significant others. Contractor shall also operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

A. Crisis Intervention Services

The specific responsibilities of the Contractor are as follows:

1. Providing assessments and evaluations of Mental Health clients at the clinic, jail, Juvenile Hall, Sierra Nevada Memorial Hospital emergency room or other designated areas, Hospitality House, Rood Center, and Miners Clinic.
2. Providing referral, linkage and follow-up, including daily referrals, when appropriate to Spirit Center.
3. Completing admissions to the 5150-facility designated by County when needed.
4. Assisting crisis clients in obtaining social and other human agency services.
5. Responding to special requests for crisis and/or evaluation services, including phone assessments, intakes, authorizations and screening for medical necessity.
6. Providing crisis services and short-term follow-up for mentally disordered clients who have had previous crisis contact.
7. Providing information, education and consultation as appropriate.
8. For clients evaluated for a 5150, but not appropriate for hospitalization and needing detoxification from alcohol or drugs, the crisis worker will link client to appropriate detoxification program using the associated Behavioral Health Policy and Procedure.

The locations, services, and hours are as follows:

1. Nevada City/Grass Valley on-site hours shall be Monday-Friday 24-hour coverage with at least one staff member on-site, and one additional position from 10:00 am to 10:00 pm; weekends and holidays coverage includes having one staff person on site 24-hour per day, and an additional position on site from 10:00 am to 6:30 pm.

2. TRUCKEE- on-call only, and hours shall be Monday-Friday 8:00 A.M. to 5:00 P.M. After-hours on call shall be weeknights from 5:00 P.M. to 8:00 A.M. and 24 hours on weekends and holidays.

*NOTE: The expected response time of one-half hour may vary due to winter conditions.

3. PROCEDURES FOR CRISIS WORKERS: Crisis workers will respond to phone calls and walk-ins directly and triage each case according to individual needs. Crisis workers will be available by phone and/or pager. Crisis workers will provide immediate brief intervention and follow-up for people experiencing emotional crisis in their lives. Phone contacts will result in arranging an on-site evaluation within 30 minutes according to Section 5150 of the Welfare and Institutions Code when the client or community circumstances warrant mental status evaluation; requests by hospital, law enforcement or other agencies for on-site consultation or when the worker determines that the client's condition requires immediate intervention. At the end of each shift crisis worker will contact the incoming crisis worker regarding crisis contacts and pending issues. Crisis worker will leave crisis note making recommendation for follow-up treatment at jail, Juvenile Hall and Sierra Nevada Memorial Hospital.

4. CRISIS TEAM STAFF

DIRECTOR and SUPERVISOR: The Crisis Team Director and the Crisis Team Supervisor will be provided by Contractor and will have the primary responsibility for supervising the Crisis Team and coordinating the crisis service with Nevada County Behavioral Health; the Supervisor will carry out their responsibilities on a day-to-day basis.

Staff Specific responsibilities include:

- a. Provide and maintain crisis coverage for Nevada County Behavioral Health.
- b. Collaborate with Behavioral Health to ensure that there is 24-hour crisis coverage scheduled.
- c. Provide oversight and coordination of the Crisis Team; meeting with individual crisis team members on an as needed basis.
- d. Train the Crisis Team members prior to assuming crisis duties and provide ongoing training as needed.
- e. Coordinate staff attendance at Crisis Team meetings as needed.
- f. Coordinate Crisis Services with and provide feedback to Nevada County Behavioral Health Director/Alcohol and Drug Program Administrator, hereinafter referred to as Behavioral Health Director, or his/her designee. Attend meetings, which focus on crisis interface with Mental Health services.

- g. Review crisis system procedures and policies and submit to Behavioral Health Director for approval.
 - h. Other specific duties relevant to crisis service provision including consultation and education regarding crisis services/case resolution. This shall not include general mental health promotional activities.
5. **QUALIFICATIONS:** The Crisis Team Director shall have a Masters degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D or Registered Nurse. He/she shall have five years experience in the provision of community Mental Health Crisis services and two years supervision of Crisis services. The Crisis Team Supervisor will have at least a Masters degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D, or be eligible to collect hours toward licensure through the California Board of Behavioral Sciences or the Board of Psychology.

The scope of work for Crisis workers will depend on their level of education. It is preferred that Crisis workers shall have at least a Master's Degree in behavioral sciences, psychology, sociology or a related field. License eligibility is required unless staff are currently enrolled in a graduate program related to above educational requirement, and they have both graduate courses in Assessment and Diagnosis and training in these areas sufficient to operate in the role of a license eligible staff. Crisis workers may have only a Bachelor's Degree in behavioral sciences and at least two years crisis related experience. These staff may complete crisis evaluations and only select components of assessments (per the Department of Health Care Services Information Notice 17-040), but they may not complete diagnoses and must work at the same time as Masters level or graduate school staff who can complete required components of the assessment and the diagnosis. If State Department of Health Care Services or Federal Medi-Cal requirements change, Contractor staff must meet those requirements.

6. **PHYSICAL HEALTH QUALIFICATIONS:** In the event that any hospital or other health care facility or any state or local law requires physical tests, drug tests, immunizations or other specific health related requirements be met, Contractor agrees to provide workers who have met all of the requirements or have had all of the appropriate tests or exams.
7. **CERTIFICATION:** Upon request by any hospital or other health care facility, Contractor agrees to provide a certification that the crisis workers it has hired meet the employment criteria for crisis workers and are qualified to do crisis intervention.
8. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time a crisis worker may be hired by Contractor who does not provide services to the level or in the manner, which is appropriate for the circumstance. In that event, County shall communicate any service or worker deficiencies to Contractor. County reserves the

right to require Contractor to take appropriate action, pertaining to any worker who does not provide services to the level of its expectation.

9. Administrative services shall be provided by Contractor.

10. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.

11. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.

12. Contractor must follow criteria established by Nevada County for admission to Psychiatric inpatient unit.

13. APPLICABLE RECORDS:

a. Patient Records - Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.

b. Statistical Reports - Statistical records shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.

c. The Contractor agrees to extend to the Behavioral Health Director or his/her designee, the right to review and investigate records, programs or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.

d. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.

e. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.

14. ADMINISTRATIVE CHANNELS: Contractor shall be responsible to the Behavioral Health Director, or his/her designee, in accordance with all provisions under the Welfare and Institutions Code, which includes that the Director shall exercise general supervision over the Mental Health Services under the County Short-Doyle Plan, and shall be

responsible for the ongoing coordination of all public and private Mental Health programs and services in the County.

15. The Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code Division 5 entitled Community Mental Health Services Act, Sections 5000-5803.
16. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
17. As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as authorized and requested by the County. This may include the following Cerner/Anasazi 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.

Additionally, Contractor shall be responsible for providing:

1. Quarterly Progress Reports within 30 days of the end of each quarter;
2. An Annual Progress Report within 30 days of the end of the fiscal year;
3. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA reporting guidelines.

B. Crisis Stabilization Unit

Contractor shall operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

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

Background and Overview

Contractor shall maintain staffing for the CSU, and thereby further enhance the crisis continuum of care for residents of Nevada County. This continuum of care includes the Crisis Response Team, Insight Respite Center, Spirit Peer Empowerment Emergency Department program, and other collaborative arrangements with agencies within and outside the county, such as Nevada County Behavioral Health (NCBH) and Turning Point. The CSU offers a much calmer, therapeutic environment for individuals in a psychiatric crisis, given that the CSU lends to physical separation from non-psychiatric patients at the Emergency Department (ED). At the CSU, individuals receive

crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

Crisis Stabilization Unit Management

Contractor CSU Responsibilities

- 1) Provide management and oversight to all CSU Specialists. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time CSU staff may be employed by Contractor who does not provide services at the level or in the manner that meets performance level criteria for such a position. In such an event, County shall communicate any service or worker deficiencies to Contractor and the County reserves the right to require Contractor to take appropriate action regarding any worker who does not provide services to the level of its expectation.
- 2) Management and administrative services, such as creating invoices for payment, timesheet management, purchasing supplies, replacing furniture and equipment as necessary, contracting for psychiatry services, and other non-clinical activities.
- 3) Maintain cooperative working relationships with all CSU-related agencies, including SNMH and Tahoe Forest Hospital (TFH), any relevant counties and other Nevada County departments, and report any problems to NCBH. The CSU supervisor or designee along with County Department staff shall attend quarterly meetings with SNMH to discuss the CSU. Contractor will implement as approved by the department process improvements identified at these meetings.
- 4) Develop and maintain all applicable documentation and records:
 - a. Patient Records – Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by NCBH, including Event Monitoring Forms, progress notes, assessments and other required documentation. All documentation shall meet Medi-Cal and Medicare requirements. Pertinent client records and notes shall be incorporated into the NCBH Electronic Health Records (EHR) system, as appropriate.
 - b. Statistical Reports – Statistical records and evaluation activities shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
 - c. Contractor agrees to extend to NCBH or his/her designee, the right to review and investigate records, programs, or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.
 - d. Develop and submit all required monthly statistical and activity reports to NCBH and/or evaluation in a format specified by NCBH.
- 5) Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law. Contractor shall implement procedures to protect client confidentiality and train workers in complying with all confidentiality requirements.

- 6) Develop and maintain a budget in compliance with all county, state and federal requirements.
- 7) Deliver services in compliance with all provisions described under the Welfare and Institutions Code.
- 8) Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, Sections 500-868, the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

Crisis Stabilization Unit (CSU)

A. CSU Staffing Qualifications

- 1) All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- 2) The Contractor shall maintain a documented staffing plan for the CSU that covers staffing strategies for business hours, after hours, and weekends.
- 3) The plan will detail the use of licensed and non-licensed clinicians for staff of the CSU. Staffing will meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348.
- 4) Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services.
- 5) A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the contractor will be on site at all times beneficiaries are present.
- 6) At a minimum, there shall also be a ratio of at least one licensed mental health or waived/registered professional on site for each of four clients receiving Crisis Stabilization Services.
- 7) A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This period will be determined by the Contractor and County as the time that best meets the needs of the clients and staff.
- 8) CSU staff shall be strength-based and respectful in all dealings with clients. Throughout the client's stay, a strong team approach will be emphasized that consistently follows shared decision making. Gender, social, cultural, ethnic, trauma history, age, and other factors will be considered. Utilizing the Recovery Principles of client self-direction and strengths based, CSU staff will facilitate a discussion of day-to-day coping strategies that clients believe are helpful with symptom recognition and symptom triggers and develop a well-prepared Recovery plan.

B. CSU Admission and Discharge Processes

- 1) Each person will be screened for eligibility by the Crisis Response Team (CRT). The screening will include a collaboration of the Crisis Specialists, who completed an initial 5150 assessment, along with possible Tele psychiatric consulting physician, ED physician and other staff when appropriate. Screenings will take place at the CSU on a walk-in basis or in the Emergency Department of SNMH, the former will happen from 10 am to 10 pm. NCBH will perform periodic review and oversight of admission practices to the CSU. Eligibility criteria for admission to the CSU are outlined below:

- Eighteen (18) years of age or older;
- Crisis Intervention, meaning a service that requires more timely response than a regularly scheduled visit, or the person possibly being at risk of needing psychiatric hospitalization;
- Discharged, or transferred while on a 5150 hold, from an ED, and determined to be both medically cleared of any need for inpatient medical procedures and medically appropriate for the CSU; Clients may be admitted to the CSU while on a 5150 hold for purpose of providing assessment, evaluation and crisis intervention services pending psychiatric hospitalization or release from the 5150 custodial hold within twenty-three (23) hours of admission to the CSU. Those clients on a 5150 hold shall only be admitted after being medically cleared, and evaluated and determined by the CRT to be appropriate for admission to the CSU. Appropriateness of admission while on a 5150 custodial hold includes a clinical determination by both the treating ED physician and the CRT that the CSU is the most appropriate location at that time for assessment, evaluation, and crisis intervention. Individuals on a 5150 hold who are determined to pose a threat to the safety and security of other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, shall not be admitted to the CSU. Individuals on a 5150 hold shall be admitted to the CSU for purposes of assessment, evaluation, and crisis intervention, and shall not be considered as placed in a designated facility for treatment purposes. Contractor shall maintain staffing in conformity with 9 CFR §1840.348(f) to ensure adequate staffing levels at all times for each Specialty Mental Health Service provided, including CSU clients receiving Crisis Stabilization or those clients admitted while on 5150 custodial holds.

The CRT may also, at times, need to re-assess a CSU client who psychiatrically escalates while in the CSU for re-determining the appropriateness of that admission. These assessments will consider whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of the client, including whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior. Staff at the CSU may also do this re-assessment if they are also a member of the CRT, and bill their time for this activity to the CRT contract.

- 2) Any time a client cannot be managed in the CSU, including upon a determination that the client poses a threat to other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, they will be referred back to the SNMH ED or to another medical or forensic setting that meets their psychiatric needs. Upon admission to the CSU, the client will have a collaborative meeting that includes a Crisis Unit Specialist, and if available the client's family / supports to develop the best plan for the stay in the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, will be initiated in the first few hours of the CSU stay, and completed prior to leaving the CSU at discharge. The

discharge plan provides a clear outline of both strategies for staying safe and linkages to services with community services.

- 4) All clients are to be discharged from the CSU within 23 hours. The CSU supervisor and the County designee must be immediately notified of an exception (e.g., severe weather, etc.) of a client staying longer than 23 hours at the CSU. Any client on a 5150 hold while at the CSU who appears to no longer meet criteria for 5150 will be assessed by the CRT, and be cleared by the on call psychiatrist for a rescind or expiration of the 5150.
- 5) The goal of the CSU is to help stabilize risk factors and eventually, following the resolution of the crisis, to support the client to integrate back into the community and/or reduce the reoccurrence of crises, as well as help clients stay connected to the community. The contractor will integrate family members and other supports in the community into the provided services as much as reasonably possible. Immediate resources that help the client meet physical, emotional, social, housing and other basic necessities will be sought, as well. The staff will utilize a collaborative team approach involving CSU staff, on-call psychiatrist, client's supports, NCBH staff, and Respite staff and other resources from the community or other agencies as appropriate.
- 6) Each client will be discharged from CSU with a Recovery Plan that includes a comprehensive plan to manage risks and to prevent relapse. The plan will be developed after ongoing assessments and needs identification, using motivational interviewing and the Recovery perspective. In addition to identifying relapse prevention strategies, the plans will include the topics of clinical interventions of medication, nursing, psychotherapy, service coordination, and an identification of potentially effective interventions of outside agencies and community resources will be considered in how they will proceed with the client's discharge from the CSU.
- 7) Clients will be linked to appropriate community resources prior to discharge, including scheduled appointments with outpatient services, referral to Insight Respite, Odyssey House, and/or other resources, including resources of another county when that person is a resident outside of Nevada County.

C. CSU Policies and Procedures

- 1) Contractor will work with the County, other counties that contract with Nevada County, and its stakeholders to further refine policies and procedures that involve all aspects of the operations of the CSU. Admission, discharge, safety protocols including storage of personal property, physical management of medication, psychiatrist consultation, meal times, and other essential functioning of the CSU will be continually analyzed, and revisions made in the corresponding policies and procedures, as warranted.
- 2) The procedures will be organized by the Contractor in an Operations manual and made available during State audits and required onsite visits.

Additional Contract Provision

A. Staff Training

- 1) Training, mentoring, education, and support are high priorities for the contractor, as well as all NCBH staff and stakeholders. Training will include not only didactic presentations in-house and through NCBH and other agencies, but frequent supervision, supportive meetings, and collaborative communication within the CSU, as well as with the County and with the other agencies in the crisis continuum of care and other community agencies
- 2) Contractor shall provide evidence-based or emerging/promising practices whenever possible, including following the principles of being Wellness-, Recovery-, Family-, and Resiliency-oriented in the CSU. Training within SMWG shall include Motivational Interviewing, Trauma Informed Care, managing potentially assaultive clients, and other areas relevant to the services provided in the CSU.
- 3) Contractor shall provide a minimum of 20 hours of training per year to its staff to develop and refine skills in at least the following training areas:
 - Counseling skills
 - Motivational Interviewing
 - Recovery philosophy and services
 - Understanding Mental Health Disorders (e.g., Schizophrenia, Mood Disorders, Depression; multiple disorders; co-occurring substance use)
 - Principles of Substance Abuse
 - Medication usage and management
 - Working with individuals that have a severe personality disorder
 - Communication skills
 - Therapeutic exercises
 - Handling suicide threats or actions
 - Crisis management
 - Discharge planning
 - Knowledge of community services and resources
 - Promoting family involvement and support
 - Principles of good nutrition including: proper food preparation, storage, menu planning
- 4) Training will take into account the individual needs of staff, as well as providing update training for all staff in these core skills. Further trainings identified by the Contractor, County, or stakeholders will also involve adding new skill sets. Such areas may include supporting family members and/or a client's natural supports, understanding "inside mental illness," and challenges with living with and obtaining treatment for co-occurring mental illness and substance used disorders. In addition, training on working with families and other support persons, will be available.
- 5) Contractor shall maintain, at all times, trained and skilled staff, who understand and maintain confidentiality of all persons served and their records. Anonymity of current and past clients will be maintained by staff at all times.
- 6) Through formal training, ongoing mentoring, frequent supervision and collaboration, and access to online courses, persons who provide services will have the needed support to deliver quality, accessible services.

B. Electronic Health Record (EHR)

- 1) The Contractor shall utilize Cerner Behavioral Health Solution EHR System functionality that is relevant to the scope of work of this contract, as requested by the County. This utilization may include the following Cerner Behavioral Health Solution EHR functionality: Registration, assessment, documentation, Billing, System, Doctors HomePage, E-Prescribing, Medication Notes, and other designated functions. This requirement includes the data collection necessary for the County to meet billing and, importantly, quality assurance goals.
- 2) The Contractor shall receive training as needed to be able to comply with this requirement. The Contractor will identify "Super users" which have strong computer skills that can provide extra training and support of weaker users of the EHR in the CSU. The Contractor will also collect and transmit to the County demographic and other grant related data on clients that meets criteria for State, Federal, MHSA, and other guidelines per the NCBH directive. NCBH will provide access and training to Contractor as needed to enable Contractor to comply with the EHR system-use requirement. In addition, Contractor will collect information on forms provided by County, to meet these guidelines.
- 3) The Contractor shall also maintain approval from Sierra Nevada Memorial Hospital to access their portal to obtain relevant health information to the extent permissible under the law.

C. Evaluation and Data Collection

- 1) Contractor agrees to cooperate with County for the collection of data for the Evaluation Component of the grant for the operation of the CSU. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the CSU. This approach will provide the information needed to understand access, quality, utilization, and client- and system-level outcomes. Contractor staff shall work closely with the grant evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data will be used by the evaluator to produce monthly, quarterly, and annual reports. CSU team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with the staff. Client satisfaction surveys will be collected on at least 25% of all CSU clients. This data will be submitted to the grant evaluator for analysis.
- 2) Contractor shall provide data for other available funding sources, such as MHSA. Contractor shall collect and submit timely data on all persons referred to the CSU, including data related to number of admissions to the CSU. Contractor shall ensure that data is collected in a reliable and timely manner and ensure that all staff and volunteers understand the importance of accurate and timely data. All data will be presented and reviewed at MHSA, Continuum of Crisis Care, stakeholder, and other relevant meetings.
- 3) Contractor shall provide data for analyzing outcome measures for clients and the Crisis Continuum of Care. This may include data on discharged clients, CSU admissions that were successfully returned to the community (removing 5150 holds), etc.

D. Medi-Cal Certification

- 1) Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all of its service locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- 2) Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- 3) Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
- 4) Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- 5) Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

E. Records

As a contractor of County operating the Crisis Stabilization Unit and receiving Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, contractor shall make available, upon written request from the Secretary of Health and Human Services, Sierra Nevada Memorial Hospital, Comptroller General of the United States, or any other duly authorized agent or representatives, books, documents and records of Contractor's organization that are necessary to verify the nature and extent of such costs until the expiration of seven (7) years after the end of the contract term.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

SIERRA MENTAL WELLNESS GROUP

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, County shall pay Contractor a maximum amount not to exceed \$2,333,470 for the fiscal year July 1, 2020 through June 30, 2021. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses. Please note with the current dire economic forecast the risk of mid year contract adjustments are higher than usual.

It is understood and agreed by and between the parties that said payment is for services provided herein and not for direct patient 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 the DEPARTMENT, and/or third payor.

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.

The Contractor's reimbursement is based on the staffing pattern described in Exhibit A, and according to the estimated project budget:

	Crisis Intervention Services			CSU	
	Western MHSA	Western Non-MHSA	Eastern Other	Crisis Stabilization Unit	Total All Programs
On Site	216,502	279,397			495,899
Supervisor	29,918	55,563		84,175	169,656
Assistant Supervisor	18,572	62,175		74,984	155,731
Lead Clinician	18,396				18,396
Staff Back-up/On Call			44,805	18,117	62,922
Rollouts			10,661		10,661
Program Management			21,012		21,012
Licensed Therapist/Mental Health Professional				246,804	246,804
Psych Tech/Medical Professional				240,377	240,377
Administrative	38,625			42,848	81,473

Meetings/Training	6,695	6,695	3,605	7,500	24,495
Total Salaries	328,708	403,830	80,083	714,805	1,527,426
Payroll Taxes as 25% of Salaries	82,177	100,958	20,020	171,554	374,708
Total Personnel Expenses	410,885	504,788	100,103	886,359	1,902,134
Psychiatry				75,600	75,600
Pharmacy				1,000	1,000
Office Supplies				6,000	6,000
Utilities/Meals/Environmental/Linen/Security				71,500	71,500
Staff Development				4,000	4,000
Transportation Services				950	950
Staff Recruitment				2,750	2,750
Mileage			1,400	1,250	2,650
Total Operating Expenses	\$ -	\$ -	\$ 1,400	\$ 163,050	164,450
Administrative Overhead	50,621	62,190	12,505	141,570	266,886
Total Expenses	\$461,506	\$ 566,977	\$114,008	\$1,190,979	2,333,470

Contractor agrees that it will be responsible for the validity of all invoices and agrees that it will reimburse County for any payments made by County to Contractor for which billings were prepared and submitted to Department of Behavioral Health, and which were thereafter disallowed in whole or in part by the Department of Behavioral Health and/or County; which includes maximum allowable cost(s) reimbursement by the State.

Contractor may submit a monthly invoice for up to \$99,248 or one-twelfth of the contract maximum for Crisis Stabilization services by the first day of each month in the contract term. The Behavioral Health Director may at her discretion approve an increase over the monthly 1/12th amount if necessary, for program expenditures.

Contractor shall submit monthly fiscal reports, including a detailed list of costs for the prior month, and cumulative for the contract period, within 30 days of the end of each month.

Contractor shall submit invoices and fiscal reports to:

Nevada County Health and Human Services Agency

Attn: BH Fiscal

950 Maidu Avenue

Nevada City, California 95959

Payment of approved invoices shall be made within thirty (30) days of receipt of a completed, correct and approved invoice.

Cost Settlement

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

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or State DHCS County Interim Rate. A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on the lower of Contractor's actual cost to provide services under this contract or contract maximum. Payment will be required by County or Contractor within 60 days of Settlement, or as otherwise mutually agreed.

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

Records to be Maintained:

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

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.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before

work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

EXHIBIT D

BEHAVIORAL HEALTH PROVISIONS

1. Laws, Statutes, and Regulations:

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

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

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

SIERRA MENTAL WELLNESS GROUP

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

Provision of crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU).

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$2,333,470

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

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

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

LICENSES AND PREVAILING WAGES

Designate all required licenses:

All professional licenses as required for services contemplated under this Agreement.

NOTICE & IDENTIFICATION

Contractor: Sierra Mental Wellness Group	County of Nevada:
406 Sunrise Avenue, Suite 300	950 Maidu Avenue
Roseville, California 95661	Nevada City, California 95959

Contact Person: Mary O'Mara	Contact Person: Darryl Quinn
Phone: (916) 783-5207	Phone: (530) 470-2559
E-mail: maryo@SierraMentalWellness.org	E-mail: Darryl.quinn@co.nevada.ca.us

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

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