

**Administering Agency:** Nevada County Health and Human Services Agency, Behavioral Health Department

**Contract No.** \_\_\_\_\_

**Contract Description:** To provide a specific treatment program for transition home clients and daily operation of the Odyssey House Transition Home.

## **PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of July 27, 2021 by and between the County of Nevada, ("County"), and **AUBURN COUNSELING SERVICES, INC.** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, 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 Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. 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 Eight Hundred Thousand Six Hundred Seventy Three Dollars (\$2,800,673).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2024.
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 Contract.
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 Contract 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 Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract 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 Contract. 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 Contract 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 Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute 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 Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this

Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

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 Contract, 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 Contract** 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 Contract. 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 Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
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 Contract 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 Contract 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 Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code 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 Contract.
  - 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 Contract 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 Contract, or both, without notice.
  - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) 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 Contract 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 Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. 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 Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract 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 Contract 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 Contract. 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 Contract 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 Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract 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 Contract 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 Contract 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 Contract, 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 Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

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 Contract.
  - 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 Contract 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 Contract, 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:**

Nevada County Behavioral Health Department

Address: 950 Maidu Avenue

City, St, Zip Nevada City, California 95959

Attn: Phebe Bell

Email: Phebe.Bell@co.nevada.ca.us

Phone: (530) 470-2784

**CONTRACTOR:**

**Auburn Counseling Services, Inc.**

Address 3765 Grass Valley Highway  
#252

City, St, Zip Auburn, California 95603

Attn: Ben Lopez, LCSW

Email: acs4ben@gmail.com

Phone: (530) 885-2351

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



Executed as of the day first above stated:

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

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

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: \_\_\_\_\_

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

**CONTRACTOR:**      AUBURN COUNSELING SERVICES, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title:      Secretary

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

**Exhibits**

**Exhibit A: Schedule of Services**

**Exhibit B: Schedule of Charges and Payments**

**Exhibit C: Insurance Requirements**

**Exhibit D: Behavioral Health Provisions**

**Exhibit E: Schedule of HIPAA Provisions**

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**AUBURN COUNSELING SERVICES, INC.**

**STATEMENT OF PROGRAM PURPOSE:**

This facility, Odyssey House, serves the needs of the mentally ill who require a place in which they can gain the necessary skills to be able to live independently in the community, control the symptoms of their mental disorder, and begin to lead a more productive life.

**I. CONTRACTOR RESPONSIBILITIES:**

- A.** Contractor, in conjunction with Behavioral Health staff, shall continue to implement and monitor a specific treatment program for transition home clients; develop, implement, monitor an Independent Living Program Component for client discharged from transition home.

**1) On an ongoing basis, Contractor shall meet all requirements as specified in:**

- a) Title 22, Division 6, Chapter 6, Adult Residential Facilities, of Department of Social Services Community Care Licensing Regulations. Title 22, Division 6 includes:

Article 1- General Requirements and Definitions  
Article 2- Licensing  
Article 3- Application Procedures  
Article 4- Administrative Actions  
Article 5- Enforcement Provisions  
Article 6- Continuing Requirements:  
    Reporting Requirements  
    Administrator Qualifications and Duties  
    Personnel Requirements  
    Night Supervision  
    Personnel Records  
    Admission Agreements  
    Admission Procedures  
    Needs and Services Plan  
    Modifications to Needs and Services Plan  
    Acceptance and Retention Limitations  
    Eviction Procedures  
    Client Records  
    Personal Rights  
    Health-Related Services  
    Observation of the client  
    Food Service  
    Personal Services  
    Responsibility for Providing Care and Supervision  
    Activities  
    Resident Councils  
Article 7- Physical Environment:  
    Buildings and Grounds  
    Outdoor Activity Space

Indoor Activity Space  
Fixtures  
Furniture  
Equipment and Supplies

- b) Program Requirements of Title 9, Article 3.5, Sections 531 - 533, Department of Mental Health Community Residential Treatment System Regulations. Title 9, Article 3.5 Section 531 - 533 includes:
- Program Standards and Requirements
  - Service Requirements
  - Medi-Cal Requirements
  - Treatment/Rehabilitation Plan
  - Document Requirements Client Involvement Requirements
  - Physical Environment Requirements
  - Staff Characteristics
  - Qualification and Duty Requirements
  - Administrative Policy and Procedure
- c) Medi-Cal Certification per DMH - 94-4 and 95-04, Short /Doyle Medi-Cal Rehabilitation Option Manual. The Short /Doyle Medi-Cal Rehabilitation Option Manual includes:
- Service Definitions
  - Documentation Requirements
  - Medical and Service Necessity Quality Management System
- d) County's Managed Care Mental Health Plan
- 2) Develop, screen, hire, train, schedule, and supervise appropriate staff. Staffing shall be at a 1:2.5 client ratio during designated special program hours and staff shall meet all qualifications of Title 9 of the California Code of Regulations, Article 3.5, Sections 531. All staff shall possess a valid California Drivers license. At no time shall the staffing/client ratio for the transition home program be jeopardized by other components or programs at the transition home, which are directed by Contractor.
- 3) All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
- 4) Contractor shall be responsible for paying all employees salaries and associated costs.
- 5) Employees hired by Contractor shall be in good health and good physical condition.
- 6) It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
- 7) All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal Rehabilitation Option Manual and Managed Care.

- 8) Contractor shall be responsible for maintaining compliance with Department of Social Services licensing annual reviews and Department of Mental Health annual program certification reviews and all Short/Doyle Medi-Cal audits.
- 9) Contractor shall operate all components within the County projected budget.
- 10) The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
- 11) Nondiscrimination:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- 12) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1252 et seq.).
- 13) Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 02-03, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services - Cultural Competence Plan Requirements."

## **STAFFING PLAN, QUALIFICATIONS AND DUTIES:**

### **a) Program Director**

Program Director shall be a Licensed Clinical Social Worker, Marriage Family Child Counselor, Licensed Psychologist, or Registered Nurse with 5 years experience in community mental health and three years administrative or management experience. Program Director shall be responsible for the Transition Home and Intensive Case Management for Independent Living Program.

**b) Program Manager**

Program Manager must be a licensed or licensed eligible mental health professional with five years experience in community mental health services. Program Manager shall, under the direct supervision of the Program Director and commensurate with scope of practice, provide supervision for Transition Home and Intensive Case Management Services. The Program Manager will be present at the residence a minimum of 30 hours a week. The Program Manager will be responsible for providing on the job training as well as arranging for the In-service Program. This supervisor will also arrange the various consultants needed to provide the program richness for the residents' value.

**c) Transition Home Staff**

All staff must meet Title 22 DSS Community Care Licensing and Title 9 DMH CRTS regulations.

A minimum of 2 staff must be present 24 hours a day. Minimum staff according to licensing regulations will be present during all program hours and additional staff shall be added whenever the census warrants in order to keep a 1:2.5 staff/resident ratio to meet licensing requirements. Minimum staff according to licensing regulations will be available during the hours that residents are expected to be sleeping with additional staff available within 30 minutes in case of an emergency.

Transition Home Staff responsibilities will be to participate with the residents in keeping the facility clean and safe, by role modeling and teaching of daily living skills. They will be responsible to facilitate the house groups devoted to planning of activities for the day, activities of the residents throughout the day and an evening "wrap-up" meeting to provide the residents with the opportunity to review the day, especially focusing on the positive accomplishments of that day. They will also be responsible to assist residents in the planning, shopping, and preparation of the meals, including the clean up following meals. Staff will be responsible to store all medications, assist residents in taking their medications, and record the medications taken.

Any conflicts between residents or between residents and a staff member will be mediated by the Program Manager. In the event a conflict continues, the Program Manager will notify the Program Director, who will be responsible to work out a resolution either personally or through the use of Management at Nevada County Mental Health.

**d) Intensive Case Management Staff for Independent Living Program and for Mental Health Services**

Staffing for this program may be provided by any of the following commensurate with scope of practice:

- Physician
- Psychologist
- Licensed Clinical Social Worker
- Marriage Family and Child Counselor
- Registered Nurse
- Licensed Vocational Nurse
- Psychiatric Technician
- Mental Health Rehabilitation Specialist
- Staff with a bachelor's degree in a mental health related field

- Staff with two years of Full Time Equivalent Experience (Paid or unpaid) in delivering services in the mental health field.

Staff without bachelor's degree in a mental health field or two years of experience must have all documentation co-signed by a QMHP (Qualified Mental health professional) which includes: licensed Physician or Psychologist, Licensed Clinical Social Worker, Marriage, Family and Child Counselor, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician, Mental Health Rehabilitation Specialist. Staffing shall meet Medi-Cal requirements for staff/client ratio of at least one QMHP or Occupational Therapist.

A clear audit trail shall be maintained for staff who function as Case Managers; Day Rehabilitation staff; Transition Home Staff and in other capacities.

Case Management Staff responsibilities in the Independent Living Program will include: Rehabilitation Services; Linkage and Consultation; Placement Services as needed; meeting with Individual's in Independent Living Program at least once daily.

#### **e) Transportation Services**

Augment transportation services to provide periodic transportation for non-acute behavioral health clients who may be residents of Odyssey House and/or consumers or other behavioral health services as requested by Behavioral Health Director or his designee.

The Contractor shall lease two vehicles, which may be used for performance of transportation services pursuant to this Contract.

Contractor shall assure that vehicles are not operated with any known safety or mechanical defect. Contractor shall be responsible for arranging for routine maintenance and any needed repairs to vehicles during the term of this agreement. The County reserves the right to inspect these vehicles at any time on an unrestricted basis.

Contractor shall maintain a Commercial Automobile Liability Insurance policy for the duration of this contract which covers each and every vehicle used for transportation services pursuant to this contract, including coverage for the leased vehicles as listed. Said insurance policy shall be in complete compliance with Section (§7.), Automobile Liability Insurance, of this contract.

Contractor shall be held responsible for the operation of the above-specified vehicles by their employees, and any other vehicle his employees may use in performance of services under this agreement.

#### **B. Transition Home Program**

Contractor shall provide structured day and evening services available seven (7) days a week. Services shall include but not be limited to:

1. Independent living skills;  
Goals of the daily living skill program are to assist the Individuals served in developing the skills necessary to:  
Obtain and maintain independent living.  
Provide them with a clean, safe environment.

Budget their financial resources to provide nutritious food and adequate recreational outlets.  
Prepare nutritious meals.

2. Individual and group counseling;
3. Crisis intervention;
4. Planned activities;
5. Counseling, with available members of the client's family, when indicated in the client's treatment/rehabilitation plan;
6. The development of community support systems for clients to maximize their utilization of non-mental health community resources;
7. Pre-vocational or vocational counseling;
8. Client advocacy, including assisting clients to develop their own advocacy skills;
9. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program; and
10. Use of the residential environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.
11. Residents will generally be expected to have attained sufficient knowledge of the need for medications and the safe administration and storage of these medications.
12. Provide case management and psychiatric services for transition home clients which will be compliant with Medi-Cal certification.
13. Identify and procure supplies needed for continued operation of transition home as approved by County Behavioral Health Director and provide County with a list of all needed items, following County purchasing procedures.
14. Maintain the transition home on an ongoing basis for client occupancy.
15. Immediately notify the County in regard to damages or needed repairs.
16. Schedule appointments with County for prospective referrals to have an opportunity to visit transition home prior to placement.
17. Review records of all referrals to transition home and do a face to face interview prior to Placement Team meetings. Contractor shall make his recommendations to the Placement Team.

18. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the transition home.
19. Agrees to accept for admission all clients screened and recommended by the County Mental Health Placement Team or for temporary, after-hours admissions approved by the Program Manager or his/her designee and the Crisis Team Supervisor.

The Transition Home will be flexible and will meet county bed needs, as determined by county Placement Committee or Crisis Team.

1) **Traditional Transition Home Placements:**

Individuals considered for this type of placement will usually be individuals who have decompensated and would likely require hospitalization without 24-hour assistance, or individuals from a higher level of care such as an Institutions for Mental Diseases (IMD) facility, or psychiatric hospital who are ready to transition toward more independent living.

The individual accepted into this type of placement must have a medical clearance within 30 days after admission to the facility unless an exam has been completed within 3 months prior to admission and a copy of this exam must be presented prior to admission.

All placements during regular working hours shall be authorized by the County Behavioral Health Clinical Supervisor or Program Manager or Designee. A placement after hours will be authorized by the Program Manager, Program Director or designee and the Crisis Team Supervisor until the next working day at which time contact will be made with County Service Team for further authorization.

The individual accepted into this type of placement must have a medical exam completed within 3 months prior to admission and a copy of this exam must be presented prior to admission.

Contractor shall link these individuals to the Behavioral Health System. Every resident admitted to this program for longer than a month is required to apply for a low income housing apartment, HUD voucher, Section 8 voucher, or other housing by the end of the second month. This requirement may only be exempted by the County Program Manager or his/her designee.

**General Criteria for all Placements:**

No individual will be accepted for any type of long-term placement (outside of after-hours, temporary admissions) unless individual has been authorized by the County's Program Manager, Supervisor, designees. Any change in services shall be authorized by these individuals, as well.

No individual will be accepted for any type of placement if he/she is not fully ambulatory.

No individual will be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.

All individuals accepted for residency shall be free of any communicable disease.

**C. Mental Health Services:**



Mental Health Services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the Individual's goals/desired results/ personal milestones and must be pre-authorized by County's Access Team.

**Service Activities:**

**a. Assessment**

Assessment is a clinical analysis of the history and current status of the Individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.

**b. Evaluation**

Evaluation is an appraisal of the Individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.

**c. Collateral**

Contact with one or more significant support persons in the life of the Individual which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the Individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the Individual can be considered collateral.

**d. Therapy**

Therapeutic interventions consistent with the Individual's goals/desired results/personal milestones which focus primarily on symptom reduction as a means to improve functional impairments. This service activity may be delivered to an Individual or group of Individuals, and may include family therapy.

**e. Plan Development**

Plan Development may include any or all of the following:

- Development of coordination plans, treatment plans or service plans
- Approval of plans
- Verification of medical or service necessity
- Monitoring of Individual's progress.

**Site and Contact Requirements:**

Mental Health services may be either face-to-face or by telephone with the Individual or significant support persons and may be provided anywhere in the community. In the unusual circumstances where the Individual and/or significant other is not present, plan development activities are reimbursable without a face-to-face or phone contact.

**Billing Unit:**

The billing unit for Mental Health Services is staff time, based on minutes of time.

**Lockouts:**

Mental Health Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facilities are reimbursed, except on the days of admissions to either service.

Providers may not allocate the same staff's time under the two cost centers of Adult Residential and Mental Health Services for the same period of time.

Mental Health Services are not reimbursable when provided during the same time that Crisis Stabilization-Emergency Room or Urgent Care is provided.

**D. Independent Living Component:**

Contractor shall discuss, at time of admission to transition home, discharge options. Thirty to sixty days prior to discharge, contractor shall define those case management options and how client can make best use of options, setting up targets dependent upon client's need, having client sign his/her discharge plan. Contractor shall report to County Team member regarding clients who need Independent Living. Placement Committee shall review for appropriateness of placement and advise Contractor of their decision. Contractor shall not place client in Independent Living Component without authorization of Service Team. Contractor will follow clients after discharge from transition home, providing case management and mental health rehabilitation services, while client is in the Independent Living Component.

Intensive Case Management services are mental health rehabilitation activities which may include:

1) **Rehabilitation Services:** These services may include any or all of the following:

- Assistance in restoring or maintaining an Individual's or group of Individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources.
  - Counseling of the Individual and/or family.
  - Medication education

2) **Linkage and Consultation -** The identification and pursuit of resources including but not limited to the following:

- Interagency and intra-agency consultation, communication, coordination, and referral.
- Monitoring service delivery to ensure an individual's access to service and service delivery system.
- Monitoring of the individual's progress
- Plan development.

- 3) Placement Services - Supportive assistance to the individual in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:
- Locating and securing an appropriate living environment
  - Locating and securing funds
  - Pre-placement visits(s)
  - Negotiation of housing or placement contracts
  - Placement and placement follow-up
    - Accessing services necessary to secure placement to help individuals access medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals.

**NOTE:** Case Management/Brokerage is not skill development, assistance in daily living, or training an Individual to access services him/herself.

**Site and Contact Requirements:**

Services may be either face-to-face or by telephone with the Individual or significant support persons and may be provided anywhere in the community.

**Billing Unit:**

The billing unit for Case Management/Brokerage is staff time, based on minutes of time.

**Lockouts:**

On the day the Individual receives Case Management/Brokerage, Inpatient Services may not be billed, with the following exceptions:

- The day of Inpatient admission may be billed.
- Placement services allowable under the guidelines listed below under “Institutional Reimbursement Limitations” may be billed.

**Institutional Reimbursement Limitations:**

While an Individual is in an institutional setting, SD/MC reimbursement is limited to placement services in the following cases:

- Individuals in Medi-Cal eligible inpatient hospitals.
- Individuals in Medi-Cal eligible nursing facilities.
- Individuals in Institutions for Mental Diseases (IMD) who are 21 years of age or younger and 65 years of age or older. (Individuals in an IMD between 22 and 64 years of age are not eligible for Medi-Cal.)

Reimbursement is subject to the following conditions:

- Placement services which are provided within thirty (30) calendar days immediately prior to the Individual’s discharge from the facility.

- Placement services provided over a maximum of three non-consecutive periods of thirty (30) days or less per uninterrupted institutional stay.

**NOTE:** Psychiatric Health Facility Services are not subject to Case Management / Brokerage Institutional Reimbursement Limitations.

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

- Basic First Aid
- Fire Prevention Training
- Disaster Plan Training
- Admission criteria and assessment procedures
- Recording Procedures, including:
  - development and updating of needs and service plans,
  - principles of resident record keeping
- Reporting Responsibilities
- Living Skills Teaching Techniques
- Basic Conflict Resolution Training
- Medication handling, side effects and signs of over-medicating

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

- Basic knowledge of mental disorders
- Counseling skills, including:
  - individual
  - group
  - pre-vocational
  - job counseling skills
- Understanding Schizophrenia
- Understanding Depression
- Working with the multiple diagnosed individual
- Principles of Substance Abuse
- Medication usage
- Working with the Borderline individual
- Communication skills
- Therapeutic exercises
- Leisure time usage
- Handling suicide threats or actions
- Crisis management
- Discharge planning
- Knowledge of community services and resources
- Principles of good nutrition including:
  - proper food preparation and storage
  - menu planning

All in-service training shall be documented for each employee. These may be provided through video presentations, classroom instruction, oral presentations, audiovisual presentations, audio tape presentations, or performing the duties under the direct supervision of an instructor.

## **II. COUNTY RESPONSIBILITIES:**

The County shall:

Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

Make available all pertinent data and records for review.

Provide a Placement Team to determine client admissions to the transition home. Placement Team will meet on an as needed basis.

County staff shall review records and do face to face interview of all prospective referrals and make recommendations to County Placement Team.

Provide a treatment plan that outlines various service and other requirements that clients must attend during the week. Various groups at Behavioral Health, its contractors, and in community shall be available to all transition home residents as appropriate.

Assist in transportation of transition home clients on an as needed basis.

Provide liaison to meet regularly with transition home staff to determine client needs and program functioning.

Provide crisis services to transition home clients and consultation to transition home staff.

Assign a case manager to all transition home placements prior and following actual placement, as needed.

County may arrange appointment with Contractor to allow prospective referral an opportunity to visit transition home prior to placement.

## **III. JOINT RESPONSIBILITIES:**

Contractor and Behavioral Health Program Manager or designee shall meet weekly to review transition home program issues, including but not limited to: Admissions, discharges, placement following discharge, projected length of stay for each client, designated special program hours and level of staffing.

Contractor and Behavioral Health Program Manager or designee agree to meet quarterly to review expenses and budget status and to re negotiate budget projections if necessary.

Contractor and Behavioral Health Director shall provide Quality Improvement training and shall monitor records to assure compliance.

Contractor and Behavioral Health agree to comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

Share joint responsibilities for review of all adverse incidents and unusual occurrences.

Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

#### **IV. EVALUATION:**

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

Cost effectiveness

Program's ability to meet individual client's treatment goals and objectives

Follow-up of appropriateness of client's placement outside of transition home.

Analysis of impact on out-of-county placements and acute care costs.

Review of personnel records to assure compliance with Title 9.

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

#### **V. ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

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

Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor should contact County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

## **VI. CONTRACTOR RESPONSIBILITIES-FY 21-22 ONLY FACILITY FURNISHING**

Contractor shall provide staff support and direct purchase of furnishings for the remodel of the Odyssey House. This will include procurement of furnishings for but not limited to seven bedrooms, alternate therapy room/bedroom, staff office, two restrooms, life skills/other room, dining room, kitchen and shared lounge space.

When making recommendations and/or purchases for furniture, fixtures and materials, design factors such as function, infection control, ADA and life safety requirements, user needs, energy use, building codes, durability, and aesthetics will be considered as will prudent cost saving principles.

Before the purchase of any furnishings or materials in an amount greater than \$500 contractor will obtain prior permission from the County Behavioral Health Director or Administrative Services Officer supporting Behavioral Health. Any items purchased at \$500 or more will be property of Nevada County.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**

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

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

Furnishings and related materials for the refurbishing of the Odyssey House in excess of \$500 require prior permission from the County Behavioral Health Director or Administrative Services Officer supporting Behavioral Health

The maximum contract price shall not exceed \$2,800,673 and is based on the following projected budget:

<b>Category</b>	<b>FY 2021-2022</b>	<b>FY 2022-2023</b>	<b>FY 2023-2024</b>
<b>Program Costs:</b>			
Personnel Costs	\$593,493	\$609,085	\$624,685
Transportation Costs	\$22,920.00	\$23,650.00	\$24,900.00
Rents	\$7,500.00	\$0.00	\$0.00
Moving Costs	\$6,000.00	\$0.00	\$0.00
Utilities	\$25,500.00	\$24,600.00	\$25,215.00
Food	\$66,000.00	\$67,650.00	\$69,341.00
Household Supplies	\$12,000.00	\$12,300.00	\$12,608.00
Office Supplies	\$9,000.00	\$9,225.00	\$9,456.00
Renters Insurance	\$300.00	\$0.00	\$0.00
Repairs & Maintenance	\$6,000.00	\$6,150.00	\$6,304.00
Phones	\$10,500.00	\$10,763.00	\$11,032.00
Other	\$3,165.00	\$4,477.00	\$4,401.00
Miscellaneous	\$5,708.00	\$6,472.00	\$7,263.00
<b>Ancillary Costs:</b>	\$0.00	\$0.00	\$0.00
Mileage Reimbursements	\$1,500.00	\$1,550.00	\$1,550.00
Accounting Fees	\$27,700.00	\$28,650.00	\$29,600.00
Payroll Processing Fees	\$2,368.00	\$2,430.00	\$2,492.00
Liab/Mal Insurance	\$10,655.00	\$10,934.00	\$11,212.00
Interest Expense	\$4,736.00	\$4,860.00	\$4,983.00
<b>Administrative Fees</b>	<b>\$81,505.00</b>	<b>\$82,280.00</b>	<b>\$84,505.00</b>



<b>Total Expenses &amp; Fees</b>	<b>\$896,550</b>	<b>\$905,076</b>	<b>\$929,547</b>
<b>Furnishings:</b>			
Assembler	2,926		
Furnishings	65,000		
Other	80		
<b>Ancillary Costs:</b>			
Accounting Fees	1,000		
Payroll Processing Fees (0.5%)	13		
Liab/Mal Insurance (2.25%)	56		
Interest Expense (1%)	25		
<b>Administration Fee (fixed)</b>	400		
<b>Total Furnishing Expenses</b>	<b>\$ 69,500</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total All Programs</b>	<b>\$ 966,050</b>	<b>\$ 905,076</b>	<b>\$ 929,547</b>

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should the Contractor expect expenditures within the major categories in the budget listed above to change, Contractor shall notify and review such changes with the Director of Behavioral Health. Behavioral Health at its sole discretion may approve any budget line item changes.

Monthly invoices shall be an itemized accounting for costs incurred each month.

In the event of termination or in the event of non-performance of this contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this contract.

Contractor shall submit monthly invoices to:

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

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

## 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, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance covering mental health services malpractice to include assessments, screenings, case management/brokerage, medication support, crisis intervention, therapeutic behavioral services (TBS), planning, and therapy with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- (vi) **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.
- (vii) **Cyber Liability** Insurance, with limit not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract 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.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits

and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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 Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

## EXHIBIT D

### BEHAVIORAL HEALTH PROVISIONS

#### 1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:  
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). The Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:  
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:  
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. 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 Contract 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:

- 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.
- Date of birth and Social Security Number (in the case of an individual).
- 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.
- 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.
- 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.
- 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 Contract.
  - 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.
    - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
  - (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
  - (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. 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 25<sup>th</sup> 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 Contract.
- 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 Contract 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 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.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
  - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- 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 Contract.

- (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 Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract 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 Contract 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 Contract.

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 or 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 Contract, 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.

**AUBURN COUNSELING SERVICES, INC.**

To provide a specific treatment program for transition home clients and daily operation of the Odyssey House Transition Home.

**SUMMARY OF MATERIAL TERMS****Max Multi-Year Price:** \$2,800,673

FY 21/22 =\$966,050

FY 22/23 =\$905,076

FY 23/24 =\$929,547

**Contract Start Date:** 7/1/2021**Contract End Date:** 6/30/2024**Liquidated Damages:** N/A**INSURANCE POLICIES****FUNDING**

Commercial General Liability (\$2,000,000)	1589-40110-493-8401/521520
Sexual Abuse or Molestation Liab (\$1,000,000)	
Automobile Liability (\$1,000,000)	
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	
Cyber Liability (\$1,000,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: Facility licensed by the State Department of Social Services. All licenses as required to perform professional services as contemplated under this contract.

**NOTICE & IDENTIFICATION****COUNTY OF NEVADA:**

Nevada County Behavioral Health Department

Address: 950 Maidu Avenue  
City, St, Zip Nevada City, California 95959  
Attn: Phebe Bell  
Email: Phebe.Bell@co.nevada.ca.us  
Phone: (530) 470-2784

**CONTRACTOR:****Auburn Counseling Services, Inc.**

Address 3765 Grass Valley Highway #252  
City, St, Zip Auburn, California 95603  
Attn: Ben Lopez, LCSW  
Email: acs4ben@gmail.com  
Phone: (530) 885-2351

**Contractor is a:** (check all that apply)**Corporation:** ☒ Calif., ☐ Other, ☐ LLC,**Non- Profit:** ☐ Corp ☐ Yes**Partnership:** ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited**Person:** ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other**EDD Worksheet Required**Yes ☐ No ☒**ATTACHMENTS****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