

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Mental Health Services
CONTRACT NO.
BEGINS: July 1, 2020
ENDS: June 30, 2021
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of July, 2020, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **Name of Contractor, a nonprofit corporation**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY offers children's health and social services programs, and

WHEREAS, the COUNTY has recognized the work of the CONTRACTOR, and believes it is in the best interests of its program to provide these services by contracting for such services and facilities with CONTRACTOR, and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate to the welfare of residents of COUNTY, and

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

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

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with specialty mental health services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement for Specialty Mental health services at the rates set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**

- 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, in arrears, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.
- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal
Attn: MSO
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR'S personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to

establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR'S records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.
10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
 - 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
 - 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
 - 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
 - 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
12. **CONTINGENCY OF FUNDING:**
 - 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

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

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

COUNTY will monitor the performance of CONTRACTOR on an ongoing basis for compliance with the terms of this contract and shall subject the CONTRACTOR'S performance to periodic formal review. If the COUNTY identifies deficiencies or areas for improvement, COUNTY and CONTRACTOR shall take corrective action.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or

obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. **CONFIDENTIALITY of RECORDS and INFORMATION:**

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Leslie Medina, Client Services Program Manager
Placer County Children's System of Care
11716 Enterprise Drive
Auburn, CA 95603
530.886.5480

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

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

If to CONTRACTOR: **Contact Name, Title**
Organization
Address
City/ST/ZIP
Phone

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

25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.

26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.

27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.

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

29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

DRAFT

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

<p>CONTRACTOR NAME ("CONTRACTOR")*</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <p><input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President</p> <p>Date: _____</p>
<hr/> <p>Signature</p> <hr/> <p>Print Name</p> <p><input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer</p> <p>Date: _____</p>

<p>COUNTY OF PLACER ("COUNTY")</p> <hr/> <p>Jeffrey S. Brown, Director, Department of Health & Human Services</p> <p>Date: _____</p>
<p>Approved as to Form Office of Placer County Counsel</p> <hr/> <p>Date: _____</p>

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – Reporting Exhibit
- Exhibit F – Federally Funded Contracts
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Mental Health Contracts - Special Terms and Conditions
- Exhibit I – Additional Mental Health Plan Requirements

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1 CONTRACTOR shall provide only the services listed below, as set forth in Exhibit A entitled "Scope of Work," attached hereto and incorporated herein by this reference, to clients referred by COUNTY, providing CONTRACTOR is duly qualified, licensed and certified, and provided COUNTY authorizes CONTRACTOR to provide the specific service(s), as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services:
 - 1.1.1 Case Management Brokerage – including Intensive Care Coordination (ICC)
 - 1.1.2 Mental Health Services – including Intensive Home Based Services (IHBS)
 - 1.1.3 Medication Support
 - 1.1.4 Crisis Intervention
 - 1.1.5 Therapeutic Behavioral Services
 - 1.1.6 Day Treatment Intensive Full Day, as set forth in Exhibit A – Part 2, titled Scope of Work Day Treatment Intensive and Day Rehabilitation Services attached hereto and incorporated herein by this reference.
 - 1.1.7 Day Rehabilitation Full Day, as set forth in Exhibit A – Part 2 titled Scope of Work Day Treatment Intensive and Day Rehabilitation Services attached hereto and incorporated herein by this reference.
- 1.2 CONTRACTOR shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.
- 1.3 CONTRACTOR shall provide covered services to a client in the same manner in which it provides said services to all other individuals receiving services from CONTRACTOR subject to any limitations contained in clients' treatment plans.
- 1.4 While COUNTY clients may be placed by the COUNTY in CONTRACTOR'S facility, CONTRACTOR recognizes that COUNTY is under no obligation to place any client in CONTRACTOR'S facility.

2. REGULATIONS:

- 2.1 CONTRACTOR attests that it is fully licensed and in conformance with all appropriate governmental regulations, and that it will maintain said license(s) and conformance with regulations for the duration of this Agreement;
- 2.2 CONTRACTOR shall possess and maintain Mental Health Organizational Provider certification, and comply with the DHCS requirements thereof, including on-site reviews at least once every three years. If contractor is an STRTP, CONTRACTOR shall also maintain accreditation in good status, Mental Health Program Approval, and Medi-Cal Certification.

CONTRACTOR shall provide comprehensive, specialty mental health services on behalf of Placer County Children's System of Care (CSOC) as mandated through the Placer County Performance Agreement with the State of California Department of Health Care Services (DHCS). COUNTY pre-authorization and periodic reauthorization is required for all related services and is based upon the establishment of medical necessity for Specialty Mental Health Services as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247. Specialty Mental Health Services are provided to children and youth to improve the behavioral, emotional and/or functional impairment that have resulted from a mental illness. Children and youth receiving services must meet the eligibility criteria as outlined in Placer County Mental Health Plan.

All services shall be provided in conformity with the requirements of all pertinent laws, regulations, and COUNTY requirements. CONTRACTOR shall not subcontract direct client services without prior written consent from COUNTY Contract Administrator.

CONTRACTOR shall provide only the services listed below to clients referred by COUNTY, providing CONTRACTOR is duly qualified, licensed and certified, and provided COUNTY authorizes CONTRACTOR to provide the specific service(s), as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services:

- Case Management Brokerage – including Intensive Care Coordination (ICC)
- Mental Health Services - including Intensive Home-Based Services (IHBS)
- Medication Support
- Crisis Intervention
- Therapeutic Behavioral Services

Specialty Mental Health Services

Specialty mental health services shall be provided to children and youth who are currently eligible for full scope Medi-Cal.

Specialty mental health services shall be provided to children and youth receiving Child Welfare Services as identified by the COUNTY. Some children and youth will not be eligible for full-scope Medi-Cal, but will be eligible for services due to their status in the Child Welfare System.

General Program and Service Requirements

CONTRACTOR shall provide comprehensive specialized mental health and rehabilitation services, as defined in the California Code of Regulations Title 9, Chapter 11, to children and youth who meet the criteria established in, and in accordance with, the Placer County Mental Health Plan. Services shall emphasize a social rehabilitation approach as established in the California Code of Regulations, Title 9. Services shall be coordinated with the child or youths primary health care provider so that specialty mental health services support a “whole health” approach.

CONTRACTOR shall abide by all of the requirements set forth by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program, use the State-approved EPSDT manual as a guide for all service and documentation provision, and adhere to all COUNTY guidelines, policies and procedures.

CONTRACTOR shall work with each child or youth’s parent, guardian or caregiver and his/her primary care physician on medical issues and issues surrounding medications. If a child or youth has a higher level psychiatric need, CONTRACTOR shall provide consultation with a psychiatrist, evaluation by a psychiatrist, and/or medication and support services from a psychiatrist, whichever are deemed clinically necessary.

CONTRACTOR shall involve the child or youth, parents, caregivers and/or guardians in all treatment planning and decision-making regarding the services as documented in the child/youth’s Client Service Plan, or the COUNTY Unified Services Plan, which shall be updated at least annually by the CONTRACTOR.

CONTRACTOR shall provide clinical supervision to all treatment staff, licensed or license-eligible, in accordance with approved policies and procedures. Those staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board (i.e. Board of Behavioral Sciences, Board of Psychology, Board of Nursing, and Medical Board). All treatment staff shall be required to keep their licenses and/or registrations with said Boards current at all times during the contract period.

Service Requirements for Mental Health/Rehabilitation Services

Evaluation and Assessment

CONTRACTOR shall perform a thorough clinical assessment for all children and youth referred for services. This assessment will serve as the basis of the CONTRACTOR'S treatment and Client Service Plan.

An assessment of the child or youth must be conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between COUNTY and DHCS which will be provided to the CONTRACTOR under separate cover.

Children and youth must be active Medi-Cal recipients, with the exception of children and youth referred due to their status in the Child Welfare System. The child or youth served due to their status in the Child Welfare System will be referred by the Child Welfare social worker, but must meet medical necessity to receive treatment.

COUNTY will verify Medi-Cal eligibility prior to commencement of services. CONTRACTOR shall verify that the child/youth continues to be an active Medi-Cal recipient throughout the course of services.

The assessment must establish medical necessity for the child or youth as defined in the California Code of Regulations, Title 9, which guides service and documentation provisions. Further, medical necessity must be maintained for all services provided, and for the timeframe in which the services were provided. Medical necessity includes three elements: a covered Diagnostic and Statistical Manual (American Psychiatric Association – DSM 5) diagnosis, significant impairment in an important area of life functioning or development, and an ability to benefit from the proposed specialty mental health intervention. CONTRACTOR shall use either its own assessment form or the COUNTY Biopsychosocial Assessment form, CARE015.

CONTRACTOR must develop and maintain a client service plan for the child or youth that meets all client service plan requirements established in the MHP. CONTRACTOR shall use either its own client service plan form, if it has all the Medi-Cal required elements, or the COUNTY USP CARE008 form. Individual Client Service Plans shall be developed no less than annually.

Mental Health/Rehabilitative Services

In addition to Evaluation and Assessment, Mental Health and Rehabilitative services may include:

Plan Development: CONTRACTOR shall deliver care and services in a coordinated and seamless manner. Throughout the course of treatment, CONTRACTOR shall ensure the Client Service Plan is coordinated appropriately, the appropriate adjunctive services are provided, the client plan is reviewed and modified as needed on a regular basis, and ancillary providers are fully aware of and informed about the clinical status of care.

CONTRACTOR shall administer individual and group client-centered therapy and rehabilitation services to provide symptom resolution and adaptive skills development to address issues of loss and grief, trauma (including prior abuse), identity formation, mastery of behavioral and emotional control, using a variety of modalities. CONTRACTOR'S treatment modalities may include evidence-based models such as Trauma Focused Cognitive Behavioral Therapy, Didactic Developmental Attachment Psychotherapy, and Narrative Therapy, or other best practices/promising practices. All staff providing therapy shall be licensed or license-eligible.

Rehabilitation: CONTRACTOR shall provide rehabilitation services for children and youth who have been exposed to severe neglect or trauma or are exhibiting mild developmental delays but are higher functioning than would allow regional center services, or with delays indicating intrauterine substance or alcohol exposure. These services may include any or all of the following: assistance in restoring or maintaining a child or youth's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the child or youth and/or family; training in leisure activities needed to achieve the child or youth's goals/desired results/personal milestones.

Intensive Home-Based Services (IHBS): CONTRACTOR shall provide IHBS when medically necessary. IHBS are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's or youth's functioning. These interventions are aimed at: helping the child/youth build skills for successful functioning in the home and community, as well as improving the family's ability to help the child/youth successfully function in the home and in the community. The difference between IHBS and more traditional outpatient Specialty Mental Health Services (SMHS) is that IHBS is expected to be of significant intensity to address the mental health needs of the child or youth, consistent with the child's or youth's client plan, and will be predominantly delivered outside an office setting, and in the home, school, or community.

Case Management/Brokerage: CONTRACTOR and CONTRACTOR'S staff shall be given access to medical, educational, social, and needed community services for eligible individuals. The identification and pursuit of resources necessary for the client to access service and treatment, including but not limited to: Interagency and intra-agency consultation, communication, coordination, and referral to said necessary services or community resources, including discharge planning and placement services. This also includes monitoring service delivery to ensure the child or youth access to community resources or other formal ancillary services, such as psychiatric appointments, mentoring services, Court-Appointed Special Advocate services, etc.

Intensive Care Coordination (ICC): CONTRACTOR shall provide ICC when medically necessary. ICC is an intensive form of Targeted Case Management (TCM) that facilitates assessment of, care planning for, and coordination of services for children and youth. ICC includes urgent services for beneficiaries with intensive needs. While the key service components of ICC are similar to TCM, a difference between ICC and the more traditional TCM is that ICC is intended for children and youth who: are involved in multiple child-serving systems; have more intensive needs; and/or whose treatment requires cross-agency collaboration. ICC also differs from TCM in that there needs to be a CFT in place, to provide feedback and recommendations to guide the provision of ICC services. A key element of ICC is the establishment of an ICC coordinator, who often is an MHP employee or contractor.

Discharge Planning: CONTRACTOR shall begin discharge planning at the time of initial assessment and specify in the treatment goals and plan. CONTRACTOR shall collaborate with the placing social worker, and other community-based organizations and natural resources to maximize discharge planning using the continuum of care model in order to return the child or youth to the least restrictive environment for continued care. CONTRACTOR shall conduct a final exit conference with the child or youth, and complete a discharge summary to be reviewed with the child or youth.

Psychiatric Services: CONTRACTOR is required to provide access to 24/7 psychiatric service as well as crisis and after-hours coverage.

Documenting Services and Service Definitions

Each service listed below requires a Progress Note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR may use the COUNTY CARE Form041 or its own progress note form, if it has all the Medi-Cal required elements, to ensure that Medi-Cal required elements are completed. Each note must include the date of service, activity code, location of service, and duration (minutes) of service. Progress Notes shall be computer-generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should not be excessive. Time used for Progress Note documentation shall be included in "duration of service" time recorded on the Progress Note and monthly invoice. It is recognized that some services will be held in community settings and some billing for travel time is necessary as part of documentation. Travel time shall not exceed face-to-face service delivery time, except in rare instances. Driving time between certified locations is not billable time, however, it is allowable between service locations in the community.

Assessment/Evaluation: CONTRACTOR shall provide a clinical analysis of the history and current status of the child or youth's mental, emotional or behavioral functioning, appraisal of the child or youth's community functioning in several areas including living situation, daily activities, social support systems,

health status and diagnosis. Included in the assessment shall be any relevant physical health condition, presenting problems, mental status exam, special risk factors, medication history, allergies and history of adverse reactions to medications, mental health treatment history, pre-natal and perinatal events, developmental history, a five-axis diagnosis, and child or youth strengths. CONTRACTOR may use its' own assessment form or COUNTY'S Biopsychosocial Assessment form, CARE015. The assessment must be updated at least every year, or every three months for youth meeting the *Katie A.* lawsuit subclass.

Plan Development: This activity is included as part of the CONTRACTOR'S treatment planning that must occur after the assessment is completed and/or when completing an Outpatient Services Treatment Authorization Request form. When used to develop a client service plan, CONTRACTOR'S documentation shall include: diagnosis, psychiatric symptoms present and in what context, observable and measurable treatment goals to be addressed in therapy and planned, clinically appropriate strategies for treatment. When used in preparation of the Outpatient Services Treatment Authorization Request Form, CONTRACTOR'S documentation shall include presenting problems, strategies employed during treatment, current status of psychiatric symptoms or change in status that represents a critical need for this service and meets medical necessity guidelines, and what additional treatment is necessary.

Therapy – Individual/Group: A service activity that is a therapeutic intervention which focuses primarily on symptom reduction as a means to improve functional impairments.

CONTRACTOR'S Progress Notes shall include a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and the CONTRACTOR toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in the child or youth's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. This section also applies to Intensive Home Based Services (IHBS).

CONTRACTOR must write a group Progress Note for each child or youth attending a group session, with the goal for each group clearly articulated, and each child or youth's individualized response to the group interventions documented. The group Progress Note formula must be clearly indicated on every group note, with the correct calculations conducted.

Rehabilitation, Case Management/Brokerage, and Intensive Care Coordination: CONTRACTOR must write a Progress Note for each Rehabilitation or Case Management/Brokerage contact, which shall contain date of service, activity code, location of service, duration (minutes) of service and a description of what was accomplished by the client and/or CONTRACTOR staff. The note must reflect any new significant information or changes as they may occur. An ICC note shall also document why this intensive service was needed vs. using a case management service.

Psychiatry/Medication Monitoring: CONTRACTOR is required to provide psychiatric services including consultation with primary care physicians, psychiatric screening and evaluation, medication prescribing, monitoring and support, and inpatient follow-up. CONTRACTOR must write a Progress Note for each psychiatric service provided.

CONTRACTOR shall permit any member of the direct service program to document the date and time when a beneficiary has ingested any prescribed or nonprescription medication, denote any side effects the beneficiary has experienced as reported by the beneficiary and/or as observed by direct program staff as consistent with DHCS STRTP Mental Health Regulations, unless amended by DHCS. Documentation shall be in a Medication Administration Record (MAR) by direct program staff, or equivalent. Documentation in the form of a specialty mental health service claim is not considered an equivalent or permissible form of documentation.

Crisis Intervention: A service, lasting less than 24 hours, to or on behalf of a child or youth for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization because it is delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Title 9, Sections 1840.338 and 1840.348. Crisis intervention services must be documented as outlined herein.

Required Program Documentation and Performance Measurement

CONTRACTOR shall submit annual quality improvement plans and quarterly outcome reports if requested.

CONTRACTOR performance measurements shall include child or youth progress data, child or youth and parent/guardian satisfaction with services, intakes, discharges, and other relevant outcome data CONTRACTOR shall collect and report to COUNTY.

CONTRACTOR shall complete the applicable Outcome Screening Form (CARE011–Child) after the initial assessment and at designated times during the therapeutic process, including upon the completion of a new Client Service Plan. This will provide data to COUNTY about children and youth served in the program. CONTRACTOR will complete a Child and Adolescent Needs and Services (CANS) tool every three months to be in compliance with MHSUDS Information Notice 17-052. The version of the CANS used shall be inclusive of the California CANS-50 referenced in the ACL and available for uploading into the DHCS portal or to the COUNTY until the portal is developed. In addition, the CONTRACTOR will facilitate the completion of the Pediatric Symptom Checklist (PSC-35) by parents/caregivers as required in this ACL every three months. CONTRACTOR may consult with placing social worker on the best method for this to occur. CONTRACTOR will also follow MHSUDS ACL No. 18-09 which review requirements for implementing the CANS assessment tool within a Child and Family Team. This should include the placing social worker, and the mental health clinician, to comply with *Katie A.* mandates. This can include participation in person or via other electronic means. COUNTY will use data to make decisions regarding program management, budgeting, and service delivery over the term of the resulting Agreement. Data collected from these screening and outcome tools will be compiled and analyzed throughout the year. CONTRACTOR shall submit copies of the completed forms and aggregate analysis to the COUNTY Contract Administrator on a quarterly basis, or as requested.

CONTRACTOR shall track the number and type of complaints received during the year by its agency for review by its staff, and COUNTY CSOC leadership and Quality Improvement staff.

CONTRACTOR shall track the time between the receipt of the requests for services and when services have commenced, and shall provide this to COUNTY in its quarterly or annual outcomes report.

CONTRACTOR shall comply with all Medi-Cal charting and documentation standards.

Every open case shall meet minimum medical necessity criteria, and this shall be reflected in the Assessment.

Client Service Plans shall contain all required components as specified herein and be approved by a clinical supervisor who is licensed or license-eligible prior to implementation.

Progress Notes shall be completed in a timely manner for every billable service.

SCOPE OF WORK

Day Treatment Intensive and Day Rehabilitation Services

The requirements reproduced here are excerpted from the California Department of Health Care Services Mental Health Plan (MHP), Exhibit A, Attachment 2, Section 2 – Requirements for Day Treatment Intensive and Day Rehabilitation.

- A. The Contractor shall require providers to request payment authorization for day treatment intensive and day rehabilitation services:
- 1) In advance of service delivery for all mental health, medication support, case management brokerage and day treatment intensive (more than 5 days per week) or day rehabilitation services (more than 5 days per week). Crisis services are by necessity provided when clinically necessary.
 - 2) At least every three months for continuation of day treatment intensive.
 - 3) At least every six months for continuation of day rehabilitation.
 - 4) Contractor shall also require providers to request authorization for mental health services, as defined in Cal. Code Regs., tit. 9, § 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in Cal. Code Regs., tit. 9, §1810.216 and § 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.
- B. The Contractor shall not delegate the payment authorization function to providers. When the Contractor is the day treatment intensive or day rehabilitation provider, the Contractor shall assure that the payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.
- C. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- D. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Community meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:
 - a) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.
 - b) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.
 - 2) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to

provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

- 3) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.
- 4) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 5) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan.

E. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.
- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
- 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services. This will also be made available to COUNTY and DHCS for auditing purposes.

- F. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, § 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9, § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
- 1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 - 2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 - 3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home/STRTP, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- G. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, the Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. The Contractor shall require that a separate entry be entered in the beneficiary record documenting the reason for the unavoidable absence and the total time (number of hours and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- H. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in Attachment 9 of this exhibit. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is either staff to the day treatment intensive program or the person directing the services.
- I. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- J. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.

- K. Additional higher or more specific standards. The Contractor shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the Contractor's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- L. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
- 1) A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
 - 2) A full-day shall be billed for each day in which the beneficiary receives face- to-face services in a program with services available more than four hours per day.
 - 3) Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
 - 4) The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

Additional Requirements

- A. CONTRACTOR shall provide covered services to a client in the same manner in which it provides said services to all other individuals receiving services from CONTRACTOR subject to any limitations contained in clients' treatment plans.
- B. While COUNTY clients may be placed by the COUNTY in CONTRACTOR'S facility, CONTRACTOR recognizes that COUNTY is under no obligation to place any client in CONTRACTOR'S facility.
- C. REGULATIONS: CONTRACTOR attests that it is fully licensed and in conformance with all appropriate governmental regulations, and that it will maintain said license(s) and conformance with regulations for the duration of this Agreement; CONTRACTOR shall possess and maintain Mental Health Organizational Provider certification, and comply with the DHCS requirements thereof, including on-site reviews at least once every three years

PAYMENT PROVISIONS

This is a fee for services contract. CONTRACTOR will be paid for Specialty Mental Health services at the rates set forth below. These rates were calculated based on the rate in effect when the California Department of Health Care Services (DHCS) last modified its Statewide Maximum Allowance (SMA) for such services, and will be adjusted annually thereafter through application of the California Department of Industrial Relations Consumer Price Index-California, for All Urban Consumers. (Please note that this budget does not include reimbursement for travel expenses.)

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement.

Rates:

<u>Mode</u>	<u>#</u>	<u>Description</u>	<u>Rate/Minute</u>
15	01	Case Management Brokerage*	\$
15	30	Mental Health Services**	\$
15	60	Medication Support	\$
15	70	Crisis Intervention	\$
15	58	Therapeutic Behavioral Services	\$

<u>Mode</u>	<u>#</u>	<u>Description</u>	<u>Rate/Day</u>
10	85	Day Treatment Intensive Full Day	\$
10	95	Day Rehabilitation Full Day	\$

*Case Management Brokerage includes ICC services.

**Mental Health Services include IHBS services.

- 1.1 Payment will be made for actual services rendered and will not be made for service units the client did not attend or receive.
- 1.2 However, if CONTRACTOR'S negotiated Host County rate for the specified service(s), or CONTRACTOR'S Published Rates for the specified service(s) are lower for any service than the rates contained herein, then the services shall be billed and reimbursed at the lower rate.
- 1.3 Payments shall be issued after the submission of an invoice pursuant to paragraph 5 of the main body of this agreement. Each invoice shall include, at a minimum: a) units of service by individual client served, b) dates of service detail for each client, c) client Social Security Number, d) ICD-10 Diagnosis Code for use with Medi-Cal billing, e) Authorization number, f) HCPCS/CPT Billing/Procedure codes and g) invoice shall be signed by CONTRACTOR.
- 1.4 A sample of an acceptable format is included as part of this Exhibit.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, 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 or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR 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 CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "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 Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials,

employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent 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 polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "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 Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

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.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain 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.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

DRAFT

HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

Whereas "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

Whereas CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

Whereas BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

Whereas BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

Whereas as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

Whereas CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

Whereas BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

Whereas BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:**

1. DEFINITIONS

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1 **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2 **BREACH** - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3 **BREACH NOTIFICATION RULE** - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

- 1.4 BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5 COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6 COUNTY - shall mean the entity providing/making available the information.
- 1.7 DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8 DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9 ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10 ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11 HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12 INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13 INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14 PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15 PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16 PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- 1.17 PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18 SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19 SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20 SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21 UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. TERM

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4 **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312.

[45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

- 3.5 **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6 **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7 **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].
- 3.13 **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. HIPAA COMPLIANCE PLAN REQUIREMENT

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1 The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2 A process for tracking the training of staff and subcontractors.
- 4.3 A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4 A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5 A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. DATA AGGREGATION SERVICES

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. TERMINATION

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. ADDITIONAL BREACH GROUNDS

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. INJUNCTIVE RELIEF

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

9. AMENDMENTS

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to

ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. NO THIRD PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. EFFECT ON CONTRACT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. SOFTWARE SECURITY

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

Reporting Exhibit

1. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:
 - 1.1. CONTRACTOR shall submit quarterly status reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
 - 1.2. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

APPLICABLE RECORDS:

1. CONTRACTOR shall, subject to the provisions of applicable law, upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, make available accounting and administrative books and records, program procedures, as well as documentation relating to licensure and accreditation, as they pertain to this Agreement and/or care, and to allow interviews of any employees who might reasonably have information related to such records. The CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7).
2. CONTRACTOR shall maintain adequate medical records of each individual client which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the DHCS and federal regulations, including records of client interviews, progress notes, and service and coordination plans. The MHP and other relevant parties shall have access to relevant clinical records to the extent permitted by State and Federal laws.
3. Upon termination of this Agreement, CONTRACTOR agrees to cooperate with clients and subsequent contractors with respect to the orderly and prompt transfer of copies of medical records of clients. This Agreement does not preclude CONTRACTOR from assessing reasonable charges for the expense of transferring such records if appropriate.
4. Client records and notes shall be maintained by CONTRACTOR for seven (7) years or one (1) year beyond the clients reaching majority, whichever is greater. Majority is defined as eighteen (18) years of age. Appropriate client information will be available to COUNTY upon client discharge.
5. CONTRACTOR shall maintain complete financial records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The client eligibility determination and fees charged to, and collected from, clients must also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.
6. Statistical and financial records shall be retained for four (4) years or until program review findings and/or audit findings are resolved, whichever is later.

Federally Funded Contracts

1. **SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for the federal program funding this Agreement in whole or in part is CFDA Number 93.778, (Medical Assistance Program). Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including CFDA Program Name expenditures) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to COUNTY stating that CONTRACTOR has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of OMB 2 CFR Part 200. CONTRACTOR also agrees to provide a copy of the Single Audit to the COUNTY no later than 30 days following receipt to the address below:

Placer County Health and Human Services
Attn: Contract Compliance
3091 County Center Drive, Suite 290
Auburn, CA 95603

2. **FEDERAL AWARD IDENTIFICATION:** Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the sub-recipient as a sub-award and include the following information:

Sub-recipient Name: Contractor Name
Sub-recipient DUNS Number: Contractor DUNS Number
Federal Funds Obligated to the Sub-recipient: \$ _____
Federal Awarding Agency: Department of Health and Human Services
Pass Through Entity: County of Placer, Health and Human Services Department
CFDA Name: Medical Assistance Program
CFDA Number: 93.778
Research and Development Grant: No (Formula Grant)
Indirect Cost Rate: Not Applicable

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
	<p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Mental Health Contracts - Special Terms and Conditions

1. **MENTAL HEALTH REQUIREMENTS:** CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP contract, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and COUNTY requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting are located at: <https://www.placer.ca.gov/DocumentCenter/View/2455/Department-of-Health-Care-Services-Mental-Health-Provider-17-94602-PDF>

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

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

3. **SERVICES TO BE PERFORMED:** See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed in accordance with the DHCS agreement with Placer County. This is located at: <https://www.placer.ca.gov/DocumentCenter/View/2455/Department-of-Health-Care-Services-Mental-Health-Provider-17-94602-PDF>

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

5. **CULTURAL COMPETENCE:**
 - A. The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)
 - B. The CONTRACTOR shall comply with the provisions of the CONTRACTOR'S Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)
 - C. The CONTRACTOR shall ensure that all employees who provide direct services attend a minimum of one Cultural Competence training per fiscal year. Contractor will provide County Contract Administrator with evidence of completion of training.

- D. If CONTRACTOR has an individual requesting culturally specific services, they must inform the COUNTY immediately upon request by the individual.
- E. CONTRACTOR shall Implement and adhere to the National Standards for Culturally and Linguistic Appropriate Services (CLAS) in Health and Health Care. CONTRACTOR shall provide language access to clients in the client's preferred language through bi-lingual staff and/or through alternative mechanisms such as a language line. CONTRACTOR shall adhere to the COUNTY'S Quality Management for guidelines in submitting CLAS Standards.
- F. Pursuant to 42 C.F.R. § 438.10(c)(4) and (5) and Cal. Code Regs., tit. 9, § 1810.410, the CONTRACTOR must make oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language (ASL), available free of charge to each beneficiary. This applies to all non-English languages and not just those identified as threshold or prevalent. The CONTRACTOR must notify beneficiaries that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services.
- G. The CONTRACTOR shall provide all written materials for potential enrollees and enrollees in an easily understood language and format. Provide all written materials for potential enrollees and enrollees in a font size no smaller than 12 point. Consistent with 42 C.F.R. 438.10(d), the CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and mental health education materials used by the CONTRACTOR, available in the prevalent non-English languages of the County.
- H. The CONTRACTOR shall ensure its written materials:
- Are available in alternative formats, including large print, upon request of the potential enrollee or enrollee at no cost. Large print means printed in a font size no smaller than 18 point.
 - Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided.
 - Include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the CONTRACTOR'S member/customer service unit.
6. **REGARDING IHCP/INDIAN ENROLLEES:** The CONTRACTOR shall ensure that any Indian enrolled in the Mental Health Plan, and eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, is permitted to choose that IHCP as their provider, as long as that provider has capacity to provide the services. The CONTRACTOR shall ensure Indian beneficiaries are permitted to obtain covered services from out- of-network IHCPs from whom the beneficiary is otherwise eligible to receive such services. The CONTRACTOR must permit an out-of-network IHCP to refer an Indian enrollee to a network provider.
- IHCPs, whether participating or not, shall be paid for covered services provided to Indian beneficiaries, who are eligible to receive services at a negotiated rate between the MHP and IHCP or, in the absence of a negotiated rate, at a rate not less than the level and amount of payment the managed care entity would make for the services to a participating provider that is not an IHCP.
7. **SMOKE-FREE WORKPLACE CERTIFICATION:** Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments. (Exhibit D(F) Section 20)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant,

contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

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

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

CONTRACTOR further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

8. **PROHIBITED AFFILIATION:**

- A. The CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
- C. The CONTRACTOR shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
- 1) A director, officer, agent, managing employee, or partner of the CONTRACTOR. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - 2) A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - 5) A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR'S obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - 6) The CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The CONTRACTOR shall provide to the Department written disclosure of any prohibited affiliation identified by the CONTRACTOR or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

9. **CONFLICT OF INTEREST:**

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

- 9.2. CONTRACTOR'S officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by anybody or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- 9.3. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs, tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)
- 9.3.1. If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the CONTRACTOR shall notify the COUNTY by oral or written disclosure. (Cal. Code Regs, tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
- 9.3.2. Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs, tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- 9.4. CONTRACTOR shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 9.4.1. CONTRACTOR shall submit documentation to COUNTY of employees (current and former State employees) who may present a conflict of interest.
10. **OFFICIALS NOT TO BENEFIT**: No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.
11. **LOBBYING AND DISCLOSURE CERTIFICATION**: Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of Title 31, U.S.C. (Exhibit D(F) Section 32) Certification and Disclosure Requirements:
- 11.1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- 11.2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- 11.3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 11.4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at

any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

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

Prohibition

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

12. CERTIFICATION OF PROGRAM INTEGRITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.4.5. Provisions for internal monitoring and auditing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

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

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

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

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

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

13. **AUDIT, RECORD RETENTION, DISALLOWANCES & RECOVERY OF OVERPAYMENTS:**

Applicable to agreements in excess of \$10,000 and applicable to any Subcontractors if used by CONTRACTOR.

- A. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. CONTRACTOR'S facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. CONTRACTOR agrees that COUNTY, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Controller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the CONTRACTOR agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896)."
- D. CONTRACTOR shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
 - CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- E. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the DHCS will follow federal audit appeal processes unless the DHCS, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
 - 1) COUNTY may involve the CONTRACTOR in developing responses to any draft federal audit reports that directly impact the MHP.
 - F. Pursuant to Welf. & Inst. Code § 14718(b)(2), the DHCS may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the COUNTY. The COUNTY may offset amounts from the CONTRACTOR.
 - G. Pursuant to the Welf. & Inst. Code § 14170, MHP cost reports submitted to DHCS are subject to audit in the manner and form prescribed by the DHCS. The year-end cost report shall include both COUNTY'S costs and the costs of its CONTRACTOR and subcontractors, if any. COUNTY and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by DHCS. In accordance with the Welf. & Inst. Code § 14170, any audit of CONTRACTOR'S cost report shall occur within three years of the date of receipt by the DHCS of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the CONTRACTOR'S Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the CONTRACTOR'S Chief Financial Officer, or (3) the COUNTY Auditor Controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once DHCS or the MHP has informed the CONTRACTOR of its intent to disallow costs on the cost report, or once the DHCS has informed the CONTRACTOR of its intent to close the audit without disallowances.
 - H. If the adjustments result in the COUNTY owing FFP to the CONTRACTOR, the COUNTY shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.
 - I. CONTRACTOR shall be financially responsible for any disallowances identified during audits and program reviews.
14. **FINES, SANCTIONS, PENALTIES, PAYMENT WITHHOLDINGS:** Any violations of the terms of this contract, and applicable federal and state law and regulations, and the requirements specified in California's Medicaid State Plan, the 1915(b) Specialty Mental Health Services (SMHS) Waiver, and DHCS' contract with the MHP, in accordance with Welfare & Institutions Code § 14712(e), § 14713, subd. (a), and Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385 may result in sanctions being imposed on to COUNTY for DHCS audit findings pertaining to non-compliance by CONTRACTOR. Additionally, any inappropriate payments or overpayments may be subject to recover and/or be the basis for sanctions by COUNTY§438.700-730.

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

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

15. **GRIEVANCE AND APPEALS:** CONTRACTOR shall follow all federal regulations for processing grievances and appeals. Clarification and guidance can be located in Information Notice 18-010E on the DHCS website at:
https://www.dhcs.ca.gov/formsandpubs/Pages/2018_MHSUDS_Information_Notices.aspx
16. **BENEFICIARY LIABILITY:**
- A. The CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
 - B. The CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the CONTRACTOR shall not hold beneficiaries liable for debts in the event that the CONTRACTOR becomes insolvent; for costs of covered services for which the State or MHP does not pay the CONTRACTOR; for costs of covered services for which the State or the COUNTY does not pay the CONTRACTOR'S network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the CONTRACTOR; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
 - C. The CONTRACTOR shall ensure its providers and any subcontractors do not bill beneficiaries, for covered services, any amount greater than what is identified within the contract.
17. **ICD-10 CODE:** The CONTRACTOR shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental health services listed in Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 17-004E.
18. **COST SHARING:**
- A. The COUNTY shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)
 - B. The COUNTY shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)
19. **CONFIDENTIALITY OF INFORMATION:**
- CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to CONTRACTOR, as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
- CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY, except if disclosure is required by State or Federal law.
- For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- As deemed applicable by COUNTY, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential

information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

20. MANAGEMENT INFORMATION SYSTEMS:

- A. The CONTRACTOR shall maintain a process that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) This process shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).)
- B. CONTRACTOR shall provide this information to the COUNTY within the specified timelines of the MHP Contract and Federal regulations.

21. QUALITY ASSURANCE AND COMPLIANCE:

- A. The CONTRACTOR shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (formerly known as Quality Improvement) for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
 - 1) The CONTRACTOR's QAPI covering a description of mechanisms the CONTRACTOR has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
 - 2) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.
 - 3) The CONTRACTOR's QAPI Program shall improve CONTRACTOR's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
 - 4) The CONTRACTOR'S QAPI Program will include all the elements of the Placer County Mental Health Provider QA Reporting requirements located at: Placer County Network Provider Newsletters, Meeting Minutes, Quality Improvement Work Plans and Surveys
 - 5) CONTRACTOR shall adhere to COUNTY requirement of submitting an Annual QAPI and Quarterly updates.
- B. CONTRACTOR shall maintain a provider directory and update as required. Provider directory must include all required elements and be posted on the CONTRACTOR's website.
- C. CONTRACTOR shall adhere to all network adequacy and timely access standards.
- D. CONTRACTOR shall participate in the MHP QAPI Program. Participation shall include collection and submission of performance measurement data required by the DHCS, which may include performance measures specified by CMS.
 - 1) MHP QAPI Program elements include but are not limited to:
 - Beneficiary and system outcomes;
 - Utilization management;
 - Utilization review;
 - Provider appeals,
 - Credentialing and monitoring;
 - Resolution of beneficiary grievances;
 - Detection of both underutilization and overutilization of services;
 - Beneficiary and family satisfaction surveys;
 - Evaluation of grievances, appeals and state fair hearings;
 - Monitoring the safety and effectiveness of medication practices (this shall be under the supervision of a licensed prescriber);
 - Identification and resolution of clinical issues affecting beneficiaries' system wide outcome.
 - Identification and implementation of mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.
 - CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the CONTRACTOR at least

annually.

- E. CONTRACTOR shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which shall be consistent with the Specialty Mental Health Services Practice Guidelines (42 C.F.R. § 438.236(d))

22. State and Federal Law Governing this Contract:

- A. CONTRACTOR agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections C, F, and G, in its provision of services as the Mental Health Plan. CONTRACTOR agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, CONTRACTOR shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
- B. CONTRACTOR agrees to comply with all existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Contract shall provide clarification of CONTRACTOR'S obligations pursuant to this contract, and may include instructions to the CONTRACTOR regarding implementation of mandated obligations pursuant to State or Federal statutes or regulations, or pursuant to judicial interpretation.
- C. Federal law:
- 1) Title 42 United States Code, to the extent that these requirements are applicable;
 - 2) 42 C.F.R. to the extent that these requirements are applicable;
 - 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
 - 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
 - 5) Title VI of the Civil Rights Act of 1964
 - 6) Title IX of the Education Amendments of 1972
 - 7) Age Discrimination Act of 1975
 - 8) Rehabilitation Act of 1973
 - 9) Americans with Disabilities Act
 - 10) Section 1557 of the Patient Protection and Affordable Care Act
 - 11) Deficit Reduction Act of 2005;
 - 12) Balanced Budget Act of 1997.
 - 13) The CONTRACTOR shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the CONTRACTOR and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
 - 14) The CONTRACTOR shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
 - 15) The CONTRACTOR shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the CONTRACTOR in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
 - 16) Any applicable federal and state laws that pertain to beneficiary rights.
- D. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts

- 2) §438.3(c) Standard Contract Provisions - Payment
 - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
 - 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
 - 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
 - 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
 - 7) §438.4 Actuarial Soundness
 - 8) §438.5 Rate Development Standards
 - 9) §438.6 Special Contract Provisions Related to Payment
 - 10) §438.7 Rate Certification Submission
 - 11) §438.8 Medical Loss Ratio Standards
 - 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
 - 13) §438.50 State Plan Requirements
 - 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
 - 15) §438.56 Disenrollment: requirements and limitations
 - 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
 - 17) §438.74 State Oversight of the Minimum MLR Requirements
 - 18) §438.104 Marketing
 - 19) §438.110 Member advisory committee
 - 20) §438.114 Emergency and Post-Stabilization
 - 21) §438.362 Exemption from External Quality Review
 - 22) §438.700-730 Basis for Imposition of Sanctions
 - 23) §438.802 Basic Requirements
 - 24) §438.810 Expenditures for Enrollment Broker Services
 - 25) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- E. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
 - 2) Managed Long Terms Services and Supports
 - 3) Actuarially Sound Capitation Rates
 - 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- F. Pursuant to Welfare & Institutions Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- G. State Law:
- 1) Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 2) Welf. & Inst. Code §§ 14680-14685.1
 - 3) Welf. & Inst. Code §§ 14700-14726
 - 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services

- 6) Cal. Code Regs., tit 9 § 1810.430 – Psychiatric Inpatient Hospital Service Availability
- 7) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

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Additional Mental Health Plan Requirements

Reference to Law and Rules: In the event any law, regulation, or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

Federal Contract Requirements:

- 1) CONTRACTOR shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), which requires that all contracts and subcontracts in excess of \$2,000 for construction or repair awarded by the CONTRACTOR and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").
- 2) CONTRACTOR shall comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), which requires that, when required by Federal Medicaid program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- 3) If applicable, CONTRACTOR shall comply with the provisions of 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 provide that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- 4) If applicable based on the services provided herein, CONTRACTOR shall maintain written policies and procedures respecting advance directives in compliance with the requirements of Title 42, Code of Federal Regulations (CFR), Sections 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by CONTRACTOR for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change.
- 5) If applicable based on the services provided herein, CONTRACTOR shall obtain approval from DHCS prior to implementing a Physician Incentive Plan as described at Title 42, CFR, Section 438.6(h). DHCS shall approve CONTRACTOR'S request only if the proposed Physician Incentive Plan complies with all applicable federal and state regulations. All such requests shall be coordinated with COUNTY.