

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

DESCRIPTION: Network Providers
CONTRACT NO. **SCN**
BEGINS: July 1, 2019
ENDS: June 30, 2022
ADMINISTERING AGENCY: Health and Human Services, Children’s System of Care

This is an Agreement made and entered into 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 _____, hereinafter referred to as “CONTRACTOR.”

WHEREAS, COUNTY wishes to have access to necessary mental health providers to meet the State requirements for the Mental Health Plan (MHP) guidelines, and

WHEREAS, CONTRACTOR is experienced and licensed to provide mental health services in the State of California, and has agreed to provide services to assist in this venture as outlined below, and

Therefore, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR is duly licensed and qualified to provide COUNTY with mental health services as outlined in the Placer County Systems of Care Behavioral Health – Network Provider Manual and the Specialty Mental Health Services Practice Guidelines (known hereafter as Practice Guidelines), and in accordance with the Mental Health Plan (MHP) as set for by Department of Health Care Services (DHCS). All services shall be provided in conformity with the requirements of all pertinent laws, regulations and County requirements.
 - 1.1. 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 are located at: [https://www.placer.ca.gov/department/hhs/managed care/mhp](https://www.placer.ca.gov/department/hhs/managed%20care/mhp)
 - 1.2. CONTRACTOR shall comply with all provisions of the current Placer County Systems of Care Behavioral Health – Network Provider Manual, and the Practice Guidelines. (Current provisions located at: <https://www.placer.ca.gov/departments/hhs/managed-care/managedcareforms> and <https://www.placer.ca.gov/1981/Provider-Forms>)
 - 1.2.1. CONTRACTOR shall also comply with all applicable provisions of the current Placer/Sierra County MHP County Contract. (Current provisions located at <https://www.placer.ca.gov/1975/Contracts>.)
 - 1.3. CONTRACTOR will maintain the necessary current licensure to be able to provide mental health services in the State of California.
 - 1.3.1. CONTRACTOR will inform the Provider Liaison whenever there is a change of address, or specialty added to CONTRACTOR practice.
 - 1.3.2. CONTRACTOR shall be in good standing with their licensing board. CONTRACTOR shall maintain license in good standing at all times, and inform COUNTY if a change has occurred to place them out of good standing with their respective licensing

- 1.3.3. CONTRACTOR will make licensing credentials available to Provider Liaison whenever they are requesting it for review due to a report that brings the credentials into question, or when the license expires in order to confirm renewal.
 - 1.3.4. If there is no evidence on file with the Provider Relations Liaison that the Network Provider has a current license or current malpractice insurance, this could result in the loss of status as a Network Provider and payment for services may be suspended by MHP. CONTRACTOR will provide proof of license and insurance at least annually or more frequently if requested.
 - 1.4. CONTRACTOR shall provide all services considering the cultural background and language needs of the clients. Additionally, on an annual basis, all CONTRACTORS shall complete a minimum of one cultural competence training and submit evidence to the COUNTY.
 - 1.5. All services must be pre-authorized by COUNTY for payment.
 - 1.6. To the extent that the DHCS Mental Health Plan (MHP) changes, CONTRACTOR will abide by the regulations set forth in the new plan.
2. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement for Mental Health services at the rates outlined in the Behavioral Health – Network Provider Manual. The payment specified herein 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.
 - 2.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. 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. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.
 - 2.2. Invoices for payment shall be submitted to the following address, using a fully completed CMS-1500 Health Insurance Claim Form (sample attached). 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
3. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations.
4. **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.

5. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

7. **CONTINGENCY OF FUNDING:** 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.

8. **TERMINATION:** COUNTY or CONTRACTOR 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 the other party. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice under this paragraph shall be personally served or given by United States Mail.

9. **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.

10. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has, and during the term of this Agreement will maintain at its own expense, all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession.

11. **RECORDS:**

- 11.1. 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.

11.2. 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.

11.3. 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 in accordance with federal guidelines (42 CFR Section 438.3(u) for a minimum of ten (10) years after completion or termination of the Agreement with the exception of children/youth records that maybe required to be retained longer, namely holding children/youth records at least until the child/youth becomes 28 years of age. 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.

11.4. 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.

12. **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.

13. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CONTRACTOR agrees to indemnify and hold harmless COUNTY and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

14. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** CONTRACTOR and COUNTY shall each maintain at all times during the term of this Agreement insurance coverage or self-insurance at sufficient coverage levels as established in the Behavioral Health – Network Provider Manual. Insurance coverage shall include at a minimum General Liability, Automobile Liability, Workers' Compensation if CONTRACTOR has employees, and where appropriate Medical Malpractice Liability and/or Professional Liability insurance.

15. **CONFIDENTIALITY of RECORDS and INFORMATION:** CONTRACTOR shall follow all rules and regulations regarding HIPAA and confidentiality as outlined in the Placer County Systems of Care Behavioral Health – Network Provider Manual and the Practice Guidelines.

16. **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: _____

17. **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.
18. **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.
19. **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.

//Signatures on following page

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

CONTRACTOR NAME ("CONTRACTOR")

Signature

Print Name
Date: _____

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director, Department of Health & Human Services
Date: _____

ATTACHMENT:

CMS-1500 Health Insurance Claim Form

CMS-1500 Health Insurance Claim Form

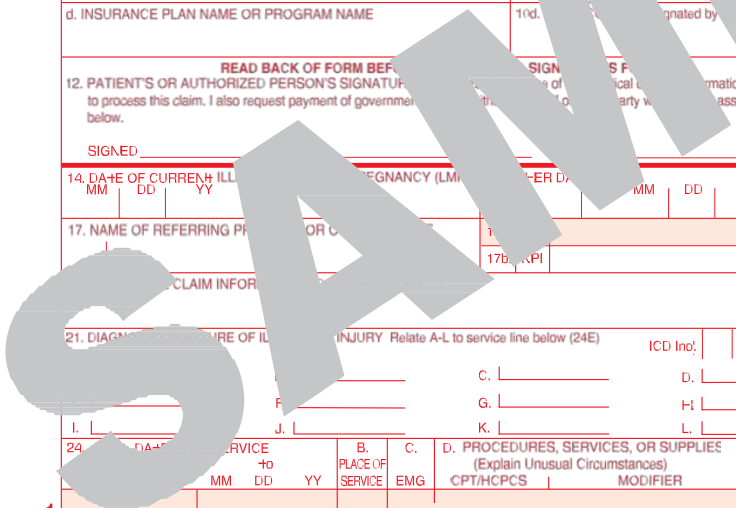


HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/OTHER, 2. PATIENT'S NAME, 3. PATIENT'S BIRTH DATE, 4. INSURED'S NAME, 5. PATIENT'S ADDRESS, 6. PATIENT RELATIONSHIP TO INSURED, 7. INSURED'S ADDRESS, 8. RESERVED FOR NUCC USE, 9. OTHER INSURED'S NAME, 10. IS PATIENT'S CONDITION RELATED TO, 11. INSURED'S POLICY GROUP OR FECA NUMBER, 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE, 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE, 14. DATE OF CURRENT ILLNESS, 15. DATE OF PREGNANCY, 16. DATES PATIENT UNABLE TO WORK, 17. NAME OF REFERRING PHYSICIAN, 18. HOSPITALIZATION DATES, 19. CLAIM INFORMATION, 20. OUTSIDE LAB?, 21. DIAGNOSIS, 22. RESUBMISSION CODE, 23. PRIOR AUTHORIZATION NUMBER, 24. DATE OF SERVICE, 25. FEDERAL TAX I.D. NUMBER, 26. PATIENT'S ACCOUNT NO., 27. ACCEPT ASSIGNMENT?, 28. TOTAL CHARGE, 29. AMOUNT PAID, 30. Reserve for NUCC Use, 31. SIGNATURE OF PHYSICIAN OR SUPPLIER, 32. SERVICE FACILITY LOCATION INFORMATION, 33. BILLING PROVIDER INFO & PH #

CARRIER (top), PATIENT AND INSURED INFORMATION (middle), PHYSICIAN OR SUPPLIER INFORMATION (bottom)



NUCC Instruction Manual available at: www.nucc.org