

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

DESCRIPTION: Mental Health Services - Tahoe  
CONTRACT NO. **HHS000452**  
BEGINS: July 1, 2022  
ENDS: June 30, 2023  
ADMINISTERING AGENCY: Health and Human Services, Systems of Care

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This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2021, 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 **Uplift Family Services**, a private non-profit corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY wishes to provide mental health services for adults and children, and

WHEREAS, COUNTY issued a Request for Proposals No 100244 to select a contractor to provide mental health services for adults and children in the Tahoe region and awarded a contract for services through the Placer COUNTY Board of Supervisors to CONTRACTOR on February 25, 2020 in response to the CONTRACTOR'S submitted proposal, and

WHEREAS, CONTRACTOR is an experienced Community Based Organization and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Specialty Mental Health Services, as set forth in Exhibits A1 & A2, 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 in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **SIX HUNDRED THOUSAND SIXTY-NINE SEVENHUNDRED SIX DOLLARS (\$669,706)**. This payment amount 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, within 30 calendar days of the close of each calendar month with the exception of June billing. For all 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 calendar 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 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, and a list of expenses with dollar amounts in accordance with Exhibit B. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal  
Attn: Accounts Payables  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto: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:** Exhibits expressly listed on the signature page of this 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.

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 performing 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 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 applicable 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 require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.
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, 2022 through June 30, 2023. 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) calendar 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. CONTRACTOR shall furnish to COUNTY such financial and other information, which 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.

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 shall 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, if requested by COUNTY, CONTRACTOR shall 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 (California 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 Live Scan 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 of the COUNTY, 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 and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.
19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, 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:

Scott Genschmer, LMFT, Client Services Program Manager  
Placer County Adult System of Care  
101 Cirby Hills Dr.  
Roseville, CA 95678  
916/787-8818

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:

If to COUNTY: Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
[HHSCONTRACTS@PLACER.CA.GOV](mailto:HHSCONTRACTS@PLACER.CA.GOV)

If to CONTRACTOR: Kim M. Wells, General Counsel  
Pacific Clinics  
251 Llewellyn Avenue  
Campbell, CA 95008

Changes in contact person or address information shall be made by notice, in writing, to the other party.

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.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

*//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:

UPLIFT FAMILY SERVICES (“CONTRACTOR”)\*

COUNTY OF PLACER (“COUNTY”)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Chair of the Board,  President, or  
 Vice President

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

\_\_\_\_\_  
Robert L. Oldham, Director,  
Department of Health & Human Services

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Secretary,  Asst. Secretary,  
 Chief Financial Officer, or  Asst. Treasurer

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

Approved as to Form  
Office of Placer County Counsel

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

**EXHIBITS:**

- Exhibit A1 – Adult Scope of Services
- Exhibit A2 – Children’s 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 – County Facility or Equipment to be used by Contractor
- Exhibit I – Information Security Requirements
- Exhibit J – Assurance of Compliance Agreement
- Exhibit K – Authorization for Admission to Program
- Exhibit K – State Child Abuse Prevention, Intervention and Treatment Requirements
- Exhibit L – Mental Health Contracts - Special Terms and Conditions
- Exhibit M – Compliance With DMC and SAPTBG Requirements
- Exhibit N – Qualified Service Organization Agreement (QSOA)

\*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.

**ADULT SCOPE OF SERVICES**

CONTRACTOR shall provide comprehensive specialty mental health services to adults (Section 2) within Placer County as a County Mandated Service through Placer County Performance Agreement with DHCS. COUNTY shall delegate CONTRACTOR to conduct biopsychosocial assessments and client treatment plans for the purpose of delivery mental health services, Targeted Case Management, and/or Medication Support Services. COUNTY holds the right to review client treatment plans prior to the delivery of services. Specialty Mental Health services are provided to adults to ameliorate the functional impairments that have resulted from a mental illness. Adults receiving Specialty Mental Health 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.

It is expected that CONTRACTOR will co-locate staff providing services contained within this agreement, likely at the COUNTY office in Carnelian Bay. Workstations will be made available to include computers, phones, office supplies and copier/printer access.

**PATIENTS' RIGHTS:** Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. COUNTY Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. COUNTY Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints and/or grievances.

**DRUG FREE WORKPLACE:** CONTRACTOR warrants that it is knowledgeable of and in compliance with California Government Code Section 8350 et seq. regarding a drug free workplace.

**1. Mental Health Services**

**1.1 Service Standards**

- 1.1.1 Specialty mental health services, targeted case management, and medication support services, shall be provided to adults who are currently eligible for full scope Medi-Cal and persons in Tahoe meeting medical necessity who are not on Medi-Cal. Services will also be provided to non-Medi-Cal beneficiaries who meet the eligibility requirements as outlined in Placer County's Mental Health Plan.
- 1.1.2 Specialty mental health services shall be provided to individuals residing in the North Lake Tahoe region.
- 1.1.3 Some service provision will occur in community settings to include clients' homes, community locations, schools, emergency rooms, etc.

**1.2 General Program and Service Requirements**

- 1.2.1 CONTRACTOR shall provide comprehensive specialized mental health and rehabilitation services, including medication support services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults 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.

- 1.2.2 Services shall be coordinated with the client's primary health care provider so that specialty mental health services support a "whole health" approach.
- 1.2.3 For adults under the age of 21, CONTRACTOR shall abide by all of the requirements set forth by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program, and use the State-approved EPSDT manual as a guide for all service and documentation provision.
- 1.2.4 CONTRACTOR shall adhere to COUNTY guidelines, policies and procedures.
- 1.2.5 CONTRACTOR shall work with an individual's Private or Public Guardian in all treatment planning and decision making regarding the adult's services as documented in the individual's treatment plan. CONTRACTOR shall involve the adult's support system in assessment and treatment planning as appropriate and shall participate in Multidisciplinary Clinical Case Conferences when requested by COUNTY. All treatment plans must be reviewed on a regular basis and updated at least annually. CONTRACTOR shall provide specialty mental health services that are inclusive and responsive to individuals with co-occurring substance use disorders.
- 1.2.6 CONTRACTOR shall provide clinical supervision to all CONTRACTOR treatment staff, licensed or license-eligible, in accordance with California Business and Profession Code and the California Code of Regulations. 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, Medical Board). All treatment staff shall be required to keep their licenses and/or registrations in good standing at all times with said Boards.

### 1.3 Service Requirements for Mental Health/Rehabilitation Services

#### 1.3.1 Evaluation and Assessment:

- 1.3.1.1 All clients referred for services shall receive an assessment performed by the CONTRACTOR. Assessment tools are subject to COUNTY review and approval. This assessment will serve as the basis for the treatment planning as developed by the CONTRACTOR..
- 1.3.1.2 An assessment of the adult must be conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between COUNTY and DHCS, a copy of which will be provided to CONTRACTOR under separate cover.
- 1.3.1.3 The assessment must establish medical necessity for the individual as defined in Welfare and Institutions Code (WIC) Section 14059.5, and eligibility criteria as defined by Behavioral Health Information Notice 21-073, which guides service and documentation provisions. Further, medical necessity and eligibility must be maintained for all services provided, within the timeframe services were performed. CONTRACTOR shall use COUNTY Biopsychosocial Assessment form, CARE 015 or equivalent that meets all compliance requirements between COUNTY and DHCS.
- 1.3.1.4 Treatment Planning must be completed for all clients. A client plan and/or problem list must be developed and maintained for the adults in accordance with DHCS regulations. Client plans and problem lists shall meet all requirements established in the MHP. CONTRACTOR may use either its own forms, if it has all the Medical and other regulatory required elements, or COUNTY USP CARE 008 form. These shall be developed no less than annually.

- 1.3.2 Mental Health/Rehabilitative Services: In addition to Evaluation and Assessment, the array of Mental Health and Rehabilitative services must be available by CONTRACTOR and include:
- 1.3.2.1 Plan Development: CONTRACTOR shall deliver care and services in a coordinated and seamless manner. Throughout the course of treatment, CONTRACTOR shall ensure that the client plan and/or problem list is coordinated appropriately, that the appropriate adjunctive services are provided; that the client plan and/or problem list is reviewed and modified as needed on a regular basis, and that ancillary providers are fully aware of and informed about the clinical status of care.
  - 1.3.2.2 Office-based and in-home individual and group client-centered therapy, telehealth and rehabilitation services 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. Treatment modalities employed by CONTRACTOR shall include evidence-based models such as Trauma Focused Cognitive Behavioral Therapy. All treatment providers shall be licensed or licensed-eligible registered with their respective licensing oversight board.
  - 1.3.2.3 Rehabilitation: Provide rehabilitation services to adults. These services may include any or all of the following: assistance in restoring or maintaining an individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
  - 1.3.2.4 Case Management/Brokerage: Activities provided by staff to access medical, educational, social, needed community services for eligible individuals.
  - 1.3.2.5 Linkage and Consultation: 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 an individual's access to community resources or other formal ancillary services, such as psychiatric appointments, mentoring services, Court-Appointed Special Advocate, etc.
  - 1.3.2.6 Discharge Planning: Shall begin at time of initial assessment and be specified in the treatment goals and plan. CONTRACTOR should collaborate with other community-based organizations and natural resources to maximize discharge planning using the continuum of care model. CONTRACTOR shall conduct a final exit conference with the client, and to complete a discharge summary to be reviewed with the client.
- 1.3.3 Medication Support Services: CONTRACTOR shall provide medication support services. Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include, but are not limited to: evaluation of need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of and alternatives for medications; and collateral and plan development related to the delivery of the services and/or assessment of the patients.

- 1.3.3.1 Medication support services may be provided and include psychiatric evaluations, diagnosis, consultation, prescribing of medications,
- 1.3.3.2 Medication support services may be provided either through direct face to face encounter with the client or through tele-psychiatry.
- 1.3.3.3 Psychiatric services including consultation with primary care physicians, psychiatric screening and evaluation, medication prescribing, monitoring and support, and inpatient follow-up is required. A progress note must be written for each psychiatric service provided.
- 1.3.3.4 CONTRACTOR must adhere to all State and Federal regulations when delivering tele-psychiatry services.

#### 1.4 Eligibility

- 1.4.1 Clients referred to CONTRACTOR by COUNTY will meet the above-mentioned admission criteria and shall be accepted by CONTRACTOR for assessments and services or placed on an appropriate waiting list. Ineligible clients shall be referred to appropriate services with adequate follow-up to ensure that the clients reach such services. CONTRACTOR shall document all such actions, including acceptance and referrals. CONTRACTOR shall use its best efforts to maximize the possibility that ineligible clients reach appropriate services.
- 1.4.2 For mental health services, clients shall all receive an assessment as described in Section 1.3.1 After the assessment has been completed, a decision will be made by CONTRACTOR about whether medical necessity criteria have been met. If so, CONTRACTOR will contact COUNTY and request authorization to commence services. If an individual receives an assessment and does not meet medical necessity, CONTRACTOR shall send a Notice of Adverse Benefit Determination (NOABD) within three (3) days to the Medi-Cal beneficiary and to COUNTY, per DHCS requirements.
- 1.4.3 In some instances, COUNTY may review the completed assessment and/or complete the initial assessment and make a determination about medical necessity. If medical necessity is not met in those instances, the Notice of Adverse Benefit Determination would be the responsibility of COUNTY. If CONTRACTOR completes the assessment and COUNTY determines that medical necessity is not met, a discussion will be held to determine who will send the NOABD. Under no circumstances shall CONTRACTOR commence services without communication to COUNTY and receipt of written COUNTY authorization to commence services.

#### 1.5 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 shall use COUNTY CARE Form 041 or equivalent to ensure that Medi-Cal required elements are completed.

Each note must include all elements set forth by DHCS. . Progress notes shall be computer generated. Documentation time shall be included as part of the service provided. Documentation should be completed within 3 business days from the date the service was provided, with the exception of notes for crisis services which shall be completed within 24 hours. The length of documentation time should be commensurate with the duration of the service. Time used for Progress Note documentation shall be included in "duration of service" time recorded on CONTRACTOR'S Event Monitoring Slip, 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 in any instance. Driving time between CONTRACTOR's service locations is not billable time.

CONTRACTOR shall submit a copy of original documentation for each service provided with its monthly invoices. Documentation may include but not be limited to assessment, medical necessity form, treatment plan, and outpatient services treatment authorization request form.

Assessment/Evaluation: The assessment is a clinical analysis of the history and current status of the client's mental, emotional or behavioral functioning; appraisal of the client's community functioning in multiple domains including trauma, social and life circumstances, health status and diagnosis. The assessment shall follow standardized criteria as outlined by DHCS and the COUNTY.

Plan Development: This activity is included as part of the 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 plan and/or problem list, documentation shall include all required elements as required by the MHP. When used in preparation of the Outpatient Services Treatment Authorization Request Form, 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. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and CONTRACTOR toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan.

A group progress note must be written for each client attending the group session, with the goal for each group clearly articulated, and the client'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. Additionally, CONTRACTOR shall list all clients attending the group session on the Event Monitoring Form each time a group session is held, identifying the clients, the group service by activity code, date of service and length of group in minute increments, including documentation time.

Rehabilitation and Case Management/Brokerage: A progress note must be written for each Rehabilitation or Case Management/Brokerage contact and 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 staff. The note must reflect any new significant information or changes as they may occur.

## **2. Required Program Documentation and Performance Measurement**

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

2.2 CONTRACTOR shall participate in evaluation of the program/service delivery as requested by COUNTY.

- 2.3 CONTRACTOR performance shall be measured by data regarding client progress, client satisfaction, intakes and discharges, and other relevant outcome data as collected and reported to COUNTY by CONTRACTOR.
- 2.4 For adults, the Level of Care form may be required. CONTRACTOR will use a Level of Care tool that is preapproved by the Contract Administrator for COUNTY. This will provide data to COUNTY on people served in the program. Data will also be used by COUNTY for making decisions on program management, budgeting, and service delivery over the term of the resulting Agreement. Data collected from this screening tool will be compiled and analyzed throughout the year. Copies of the completed forms shall be sent to COUNTY Contract Administrator on not less than a quarterly basis.
- 2.5 CONTRACTOR shall track the number and type of complaints received during the year by its agency for review by its staff, and COUNTY ASOC/CSOC leadership and Quality Improvement staff. Resolving complaints or grievance within required timelines shall align with County policy, State, and Federal regulations.
- 2.6 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 outcomes report.
- 2.7 CONTRACTOR shall submit to COUNTY on a quarterly basis, or as requested, census of clients receiving services.
- 2.8 CONTRACTOR shall submit to COUNTY on a quarterly basis, reports that include the number of internal reviews, findings, trends and systematic changes implemented as a result of the Quality Assurance/Quality Improvement activities.
- 2.9 CONTRACTOR shall comply with all Medi-Cal charting and documentation standards.
- 2.9.1 Every open case shall meet minimum medical necessity criteria, and this shall be reflected in the Assessment
- 2.9.2 Treatment plans shall contain all required components as specified herein and be approved by a clinical supervisor prior to implementation
- 2.10 CONTRACTOR shall meet a minimum productivity standard of 70% billable time. While startup services present a variety of challenges, the expectation is that productivity standards will be attained within six months.
- 2.11 CONTRACTOR shall ensure 100% of open clients will have Medi-Cal coverage at the time services are rendered or will have been pre-approved by a county designee to provide service in the absence of Medi-Cal benefits.
- 2.12 CONTRACTOR shall have less than a 5% denial rate for all billed and audited Medi-Cal services.

### **3. Additional Requirements**

- 3.1 CONTRACTOR shall collaborate with COUNTY and Community Partners in regional meetings/forums.
- 3.2 CONTRACTOR shall participate, as requested, in ASOC/CSOC treatment planning meeting(s), consultations, and staffing.
- 3.3 CONTRACTOR shall freely exchange information, as allowed by Federal and State statutes, with other ASOC/CSOC providers and agencies.
- 3.4 Electronic Health Records: CONTRACTOR shall be required to use the system functionality that is relevant to the scope of work, as requested by COUNTY. This may include the following system functionality: use of the Billing System, Doctors Homepage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for COUNTY to meet billing and quality assurance goals. COUNTY will train CONTRACTOR on all pertinent elements in order for CONTRACTOR to comply with this requirement.

#### **4. COUNTY Responsibilities**

- 4.1 COUNTY ASOC/CSOC will provide a Quality Assurance Team that will:
  - 4.1.1 Inform CONTRACTOR of COUNTY'S documentation standards, Authorization Procedures, Grievance Procedures, Medical Necessity Requirements and Procedures;
  - 4.1.2 Provide training as needed;
  - 4.1.3 Review CONTRACTOR'S procedures; and
  - 4.1.4 Submit its findings in writing to CONTRACTOR indicating corrective action needed and the appropriate time frames.
  - 4.1.5 COUNTY ASOC/CSOC will also provide a point of contact for CONTRACTOR to forward referrals and discuss the appropriateness of referral for services.



**CHILDREN'S SCOOP OF SERVICES**

**1. CONTRACTOR RESPONSIBILITIES:**

- 1.1 Scope of Services: CONTRACTOR shall perform specialty mental health, outreach and engagement, and psycho-educational services for certain children, youth, and/or families in the North Lake Tahoe area. CONTRACTOR shall perform all activities and services in accordance with the requirements of the California Department of Health Care Services (DHCS). 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
- 1.2 CONTRACTOR agrees to comply with applicable provisions of the BronzanMcCorquedale Act (Welfare and Institutions Code (WIC) Section 5600 et seq.), WIC Division 5 (Community Mental Health Services), WIC Division 6 (Admissions and Judicial Commitments), WIC Division 9 (Public Social Services), Title 22 and Title 9, Division 4, Chapter 4, Subchapter 2 and 3 of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC) and the DHCS (or prior California Department of Mental Health [DMH]) Policy Letters in executing the provisions of this Agreement. All professional and paraprofessional personnel shall meet all applicable requirements as set forth in law or regulation.
- 1.3 CONTRACTOR shall comply with all applicable provisions of the federal mental health requirements as set forth in Exhibit C entitled "Special Terms and Conditions," attached hereto and incorporated herein by this reference.
- 1.4 Compliance with Medi-Cal Mental Health Plan (MHP) 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. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements as set forth in Exhibit C entitled "Special Terms and Conditions," attached hereto and incorporated herein by this reference.
- 1.5 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.
- 1.6 DISCLOSURE: CONTRACTOR shall file with COUNTY annually a record of the members of the Board of Directors of CONTRACTOR, a copy of any changes made in the Articles of Incorporation and By-Laws, and a listing of all paid and non-paid staff classifications.

The 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 shall delegate CONTRACTOR to conduct biopsychosocial assessments and client treatment plans for the purpose of delivering mental health services, Targeted Case Management, Intensive Care Coordination, and/or Medication Support Services. COUNTY holds the right to review client treatment plans prior to the delivery of services. COUNTY shall pre-authorization and Intensive Home-Based Services and Therapeutic Behavioral Services and is based upon the establishment of medical necessity for Specialty Mental Health services. Additionally, mental health services will be provided to children and youth participating in MHSA FSP or Prevention and Early Intervention (PEI) programs and/or Child

Welfare. Mental Health services are provided to children and youth to ameliorate the behavioral, emotional and/or functional impairment that have resulted from a mental illness.

Outreach and engagement activities will be provided to children and youth under Mental Health Promotion guidelines, and activities under Community Client Services guidelines.

Crisis response services shall be provided in collaboration with Placer County System of Care personnel to address children and families in the midst of a crisis.

Additional services shall include Family Support Counselor services to children and families identified by the COUNTY. 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.

## **2. Specialty Mental Health Services**

- 2.1. Specialty mental health services shall be provided to children and youth who are currently eligible for full scope Medi-Cal.
- 2.2. 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.
- 2.3. Specialty mental health services shall be provided to individuals residing in the North Lake Tahoe geographic locations.
- 2.4. While many of the services will be provided in an outpatient clinic setting, some service provision will occur in community settings to include clients' homes, community locations, schools, etc. It is expected that CONTRACTOR will co-locate staff at likely the COUNTY Carnelian Bay office. Workstations will be made available to include computers, phones, office supplies and copier/printer access.

## **3. Mental Health Services**

- 3.1. (Mode 15) shall be provided to children and youth participating in MHSA FSP and PEI funded programs. FSP funds may be used only for clients who are currently enrolled in an FSP program or potentially eligible for enrollment in a FSP through an Outreach & Engagement activity.

## **4. Family Support Counselor Services**

- 4.1. Family Support Counselor services are specialty mental health services and shall be provided to children and families in accordance with the most current USP and in accordance with the CSOC Family Support Counselor Program policies and procedures. This information is on file with the COUNTY Contract Administrator.
- 4.2. For Family Support Counselor services, CONTRACTOR personnel shall work closely with the multi-disciplinary family team, and shall function as a family team member to help identify problematic behaviors and their triggers, develop individual goals and strategies to meet the goals, assist the child and family to implement and maintain the strategies, and to review the goals and their impact on child and family functioning.
- 4.3. CONTRACTOR shall render Family Support Counselor services as delineated in the USP/Client Services Plan developed by CSOC for the individual child. The plan will specify

the type of services required and the number of hours per day they will be needed. The plan will also specify the duration of services. These services shall include:

- 4.3.1. Behavior management strategies developed collaboratively with parents, care providers, and/or school staff.
- 4.3.2. Ensure appropriate implementation of recommended behavior management strategies. Programming for generalization of new skills.
- 4.3.3. Programming for maintenance of treatment gains.
- 4.4. In keeping with the County's mission to provide integrated and colocated services (Placer Model), Family Support Counselor staff will be colocated in COUNTY offices and may also receive leadership guidance from COUNTY supervisory or management personnel. Family Support Counselor staff will work with the child and family in their natural environments.

## **5. Outreach and Engagement**

- 5.1. Outreach and engagement activities will be provided to children and youth under Mental Health Promotion guidelines, and activities under Community Client Services guidelines as outlined under Mode 45, and other costs as listed under Other Non-Medi-Cal Client Support Expenditures guidelines outlined under Mode 60.
- 5.2. The CONTRACTOR shall provide services in the community at large to special populations and agencies and to clients and families that are not usually clients of the mental health program. Targeted activities will enhance or expand agencies or organizations knowledge and skills in the mental health field for the benefits of the community at large or special population groups. Services may also provide education or consultation to clients and communities in order to prevent the onset of mental health problems. Services may also include supplemental activities which assist children and families and facilitate the provision of direct treatment services.

## **6. Eligibility**

- 6.1. Clients referred to CONTRACTOR by COUNTY will have a payment authorization process prior to receipt by CONTRACTOR and meet the above-mentioned admission criteria and shall be accepted by CONTRACTOR for assessments and services. The first offered appointment shall be within 10 days of receipt of the referral in compliance with section 1300.67.2.2 of Title 28 of CCR. CONTRACTOR shall notify the COUNTY of inability to offer services within 10 days shall prompt a meeting with the COUNTY management responsible for contract oversight and compliance. Ineligible clients shall be referred to alternative appropriate services with adequate follow-up to ensure that the client reaches such services. CONTRACTOR shall document all such actions, including acceptance and referrals. The CONTRACTOR shall use its best efforts to maximize the possibilities that ineligible clients reach appropriate services.
- 6.2. For outpatient mental health services, clients shall all receive an assessment as described in Section 7.1 herein. Under no circumstances shall CONTRACTOR commence services without communication to COUNTY and receipt of written COUNTY payment authorization to commence services.
- 6.3. After the assessment has been completed, a decision shall be made by the CONTRACTOR about whether medical necessity criteria have been met. If so, CONTRACTOR shall contact COUNTY and request payment authorization to commence on-going services. Reauthorization requests from the CONTRACTOR must be made at six (6) month intervals for continuation of IHBS services and be based upon continuing medical necessity. Requests for Reauthorization are due to the COUNTY 30 days before expiration of the current

authorization. If an individual receives an assessment and does not meet medical necessity, CONTRACTOR shall send a Notice of Adverse Benefit Determination (NOABD) within three (3) days to the Medi-Cal beneficiary and to the COUNTY, per DHCS requirements.

- 6.4. In many instances, COUNTY may review the completed assessment and/or complete the initial assessment and make a determination about medical necessity. If medical necessity is not met in those instances, the Notice of Adverse Benefit Determination (NOABD) will be the responsibility of the COUNTY. If CONTRACTOR completes the assessment and COUNTY determines that medical necessity is not met, a discussion will be held to determine who will send the NOABD. Under no circumstances shall CONTRACTOR commence services without communication to COUNTY and receipt of written COUNTY payment authorization to commence services.

## **7. General Program and Service Requirements**

- 7.1. The 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 client's primary health care provider so that specialty mental health services support a "whole health" approach. The 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.
- 7.2. The CONTRACTOR shall work with each child/youth's parent, guardian or caregiver and his/her primary care physician on medical issues and issues surrounding medications. If a child/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.
- 7.3. The CONTRACTOR shall involve the child/parents/caregivers/guardians in all treatment planning and decision-making regarding the services as documented in the child's Client Services Plan, or the COUNTY USP, which shall be updated at least annually by the CONTRACTOR.
- 7.4. The 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.

## **8. Service Requirements for Mental Health/Rehabilitation Services**

### **8.1. Evaluation and Assessment**

- 8.1.1. All children and youth referred for services will have received a thorough clinical assessment performed by the CONTRACTOR. This assessment will serve as the basis of the treatment and service plan as developed by the CONTRACTOR.
- 8.1.2. 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, a copy of which will be provided to the CONTRACTOR under separate cover.

- 8.1.3. 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, and those children identified by the COUNTY as to be served via the Mental Health Services Act (MHSA) program. The children and 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 shall 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.
- 8.1.4. 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 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. The CONTRACTOR may use either its own assessment form or the COUNTY Biopsychosocial Assessment form, CARE 015.
- 8.1.5. A client plan must be developed and maintained for the child or youth that meets all client plan requirements established in the MHP. The CONTRACTOR may use either its own client plan form, if it has all the Medi-Cal required elements, or the COUNTY USP CARE 008 form. Individual client plans shall be developed no less than annually.

## 8.2. Mental Health/Rehabilitative Services:

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

- 8.2.1. Plan Development: CONTRACTOR shall deliver care and services in a coordinated and seamless manner. Throughout the course of treatment, the CONTRACTOR shall ensure that the client plan is coordinated appropriately, that the appropriate adjunctive services are provided, that the client plan is reviewed and modified as needed on a regular basis, and that ancillary providers are fully aware of and informed about the clinical status of care.
- 8.2.2. Office-based, telehealth, in-home individual and group client-centered therapy and rehabilitation services 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. Treatment modalities employed by the CONTRACTOR 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.
- 8.2.3. Rehabilitation: Provide rehabilitation services for children who have been exposed to severe neglect or trauma or 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's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
- 8.2.4. Intensive Home Based Services (IHBS): The CONTRACTOR shall provide IHBS services that are provided according to an individualized treatment plan developed in accordance with the ICPM by the CFT in coordination with the family's overall service plan, which may include, but are not limited to assessment, plan development, therapy,

rehabilitation, and collateral. IHBS is provided to beneficiaries under 21 who are eligible for full scope Medi-Cal services and who meet medical necessity criteria.

- 8.2.5. Case Management/Brokerage: Activities provided by staff to access medical, educational, social, and needed community services for eligible individuals.
- 8.2.6. Linkage and Consultation: 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 an individual's access to community resources or other formal ancillary services, such as psychiatric appointments, mentoring services, Court-Appointed Special Advocate services, etc.
- 8.2.7. Intensive Care Coordination (ICC): The CONTRACTOR shall provide ICC service components include assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems.
- 8.2.8. Discharge Planning shall begin at the time of initial assessment and be specified in the treatment goals and plan. The CONTRACTOR should collaborate with other community-based organizations and natural resources to maximize discharge planning using the continuum of care model. The CONTRACTOR shall conduct a final exit conference with the client and complete a discharge summary to be reviewed with the client.
- 8.2.9. Psychiatric Services: Access to psychiatric service provision as required as well as crisis and after-hours coverage. Psychiatry services should be available absent other specialty mental health services provision for ongoing medication management.

## **9. 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. The CONTRACTOR may use the COUNTY CARE Form 041 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 CONTRACTOR'S Event Monitoring Slip, 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:** The assessment is a clinical analysis of the history and current status of the client's mental, emotional or behavioral functioning, appraisal of the client'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, ICD10 diagnosis, and client strengths. The CONTRACTOR may use its own assessment form or the COUNTY Biopsychosocial Assessment form, CARE 015.

Plan Development: This activity is included as part of the 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 plan, 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, 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.

All progress notes shall contain 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 client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan.

A group progress note must be written for each client attending the group session, with the goal for each group clearly articulated, and the client'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. Additionally, the CONTRACTOR shall list all clients attending the group session on the Event Monitoring Form each time a group session is held, identifying the clients, the group service by activity code, date of service and length of group in minute increments, including documentation time.

Rehabilitation, IHBS, ICC, and Case Management/Brokerage: A progress note must be written for each Rehabilitation or Case Management/Brokerage contact and 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 staff. The note must reflect any new significant information or changes as they may occur.

Psychiatry/Medication Monitoring: Psychiatric services including consultation with primary care physicians, psychiatric screening and evaluation, medication prescribing, monitoring and support, and inpatient follow-up is required. A progress note must be written for each psychiatric service provided.

Crisis Intervention: A service, lasting less than 24 hours, to or on behalf of a beneficiary 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 by being 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.

## **10. Required Program Documentation and Performance Measurement**

- 10.1. The CONTRACTOR shall submit annual quality improvement plans and quarterly outcome reports.
- 10.2. CONTRACTOR performance shall be measured by data regarding client progress, client satisfaction, intakes and discharges, and other relevant outcome data as collected and reported to COUNTY by the CONTRACTOR.

- 10.3. The CONTRACTOR shall complete the applicable initial assessment and at designated times during the therapeutic process. The completion of the Child and Adolescent Needs and Strengths (CANS) form and Pediatric Symptom Checklist (PSC-35) will also be required for each child receiving mental health services. This will provide data to COUNTY on people served in the program. Data will also be used by COUNTY for making decisions on program management, budgeting, and service delivery over the term of the resulting Agreement. Data collected from this screening tool will be compiled and analyzed throughout the year. Copies of the completed forms shall be sent to the COUNTY Contract Administrator on not less than a quarterly basis.
- 10.4. The CONTRACTOR shall track the number and type of complaints received during the year by its agency for review by its staff, and COUNTY ASOC/CSOC leadership and Quality Improvement staff.
- 10.5. The 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 outcomes report.
- 10.6. The CONTRACTOR shall comply with all Medi-Cal charting and documentation standards.
  - 10.6.1. Every open case shall meet minimum medical necessity criteria, and this shall be reflected in the Assessment.
  - 10.6.2. Treatment plans shall contain all required components as specified herein and be approved by a clinical supervisor prior to implementation.
  - 10.6.3. Progress Notes shall be completed by the end of the following working day for every billable service.
- 10.7. The CONTRACTOR shall create and maintain documentation regarding each outreach and engagement activity provided. Additionally, the same documentation shall be provided for each crisis response and/or follow-up service provided
- 10.8. The CONTRACTOR shall maintain the following productivity standards:
  - 10.8.1. The CONTRACTOR shall meet a minimum productivity standard of 65% of billable time.
  - 10.8.2. Open clients will have Medi-Cal coverage at the time services are rendered or will be approved via their inclusion in the Child Welfare System.
  - 10.8.3. The CONTRACTOR shall have less than a 5% denial rate for all billed and audited Medi-Cal services.
  - 10.8.4. The CONTRACTOR shall operate at full caseload capacity within 30 days of initiating service provision.

## **11. Additional Requirements**

- 11.1. The CONTRACTOR shall collaborate with CSOC as an integrated treatment provider. The CONTRACTOR shall participate, as requested, in CSOC treatment planning meeting(s), consultations, and staffing. The CONTRACTOR shall freely exchange information, as allowed by Federal and State statutes, with other CSOC providers and agencies.
- 11.2. Quality Assurance/Utilization Review/Compliance: The standard requirements in Federal and State regulations and the Placer County Mental Health Plan contract shall apply to the services described herein.



11.3. Electronic Health Records: The COUNTY utilizes an Electronic Health Records system and the CONTRACTOR shall be required to use the system functionality that is relevant to the scope of work described herein, as requested by the COUNTY. This may include the following system functionality: use of the Billing System, Doctors Homepage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the COUNTY to meet billing and quality assurance goals. COUNTY will train CONTRACTOR on all pertinent elements in order for CONTRACTOR to comply with this requirement.

## **12. County Responsibilities**

12.1. CSOC will provide a Quality Assurance Team that will:

12.1.1. Inform the CONTRACTOR of the COUNTY'S documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures;

12.1.2. Provide training as needed;

12.1.3. Review the CONTRACTOR'S procedures, and;

12.1.4. Submit its findings in writing to the CONTRACTOR indicating corrective action needed and the appropriate time frames.

12.2. CSOC will also provide a point of contact for the CONTRACTOR to forward referrals and discuss the appropriateness of referral for services.

## **13. Staff Orientation, Evaluation, and Training**

13.1. Staff Orientation: CONTRACTOR shall conduct a program orientation for all CONTRACTOR staff that includes information on program goals and objectives, policies and procedures, job duties and responsibilities, and these standards. All employee files shall contain signed confirmation that an orientation was provided that meets these requirements.

13.2. Evaluation: CONTRACTOR shall give all full time and part time CONTRACTOR employees a performance evaluation prior to the end of the employee's probationary period, and regularly thereafter.

13.3. Training: The CONTRACTOR shall submit an annual staff training plan for the fiscal year beginning on July 1st to the COUNTY by July 31st of the same year. Accomplishment of activities included in the staff training plan shall be documented in each employee's file. Training subject matter shall include clinical diagnosing and treatment issues; evidence-based treatment modalities, promising practices, or other best practices specific to children, families and adults; recovery and resiliency principles and practices; trauma-focused cognitive behavioral therapy; motivational interviewing; culturally supported treatment and services; and training tailored to those who have been removed from their families. CONTRACTOR shall also ensure that all employees who deliver clinical services will complete the COUNTY Documentation, Billing, Compliance and Beneficiary Protection training at least annually and pass the required post-test. CONTRACTOR staff shall also be trained by CONTRACTOR in safety issues to ensure the safety of themselves and others, both in the office and in the community.

## **14. Records**

14.1. CONTRACTOR shall maintain such books and records necessary to disclose how CONTRACTOR discharged its obligations under this Agreement. These books and records shall disclose the quantity of covered services provided under this Agreement, the quality of those

services, the manner and amount of payment made for those services, the beneficiaries eligible to receive covered services, the manner in which CONTRACTOR administered its daily business, and the cost thereof.

14.2. Such books and records shall include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers; reports submitted to the COUNTY or State (as required); financial records; all medical and treatment records, medical charts and prescription files; and other documentation pertaining to services rendered to beneficiaries. These books and records shall be maintained for a minimum of three years after the final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the COUNTY, State of California, Dept. of Health and Human Services, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

14.3. Client Records: Original documentation shall not be removed from a hospital site by CONTRACTOR staff. The original documentation shall be placed in the locked bags provided at the site to ensure secure transportation of documents to the designated System of Care (Adult System or Care or Children's System of Care).

CONTRACTOR shall maintain adequate records of each individual client which shall include a record of services provided by the various professional and paraprofessional personnel in sufficient detail to make possible an evaluation of services, including records of client interviews and progress notes. Further, at the termination of contractual relationships between COUNTY and CONTRACTOR, COUNTY shall have such access to client records as is reasonably necessary to assure continuity of client care.

14.4. Medical Records: CONTRACTOR shall maintain and preserve all clinical records related to the resulting Agreement for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the client's eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third-party performing work related to the resulting Agreement for the same period of time. Such records shall be retained beyond the seven-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven (7) year period shall arise only if COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the seven (7) year period.

14.5. Financial Records: Adequate financial records shall be kept by CONTRACTOR so that they clearly reflect the cost of each type of service for which payment is claimed. Apportionment of costs shall be made in accordance with acceptable accounting principles in order to reflect the true cost of the service rendered for which payment is claimed.

14.6. Independent Fiscal Audit: Within six (6) months of close of each COUNTY fiscal year, CONTRACTOR shall conduct and submit a fiscal audit for the period of this Agreement, as performed by an independent auditor, selected and performed in accordance with Generally Accepted Accounting Principles. CONTRACTOR acknowledges that, should this Agreement be increased to a level that would subject it to Federal Audit Guidelines Office of Management and Budget (OMB) Super Circular, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule." CONTRACTOR will comply with these requirements and provide COUNTY with a copy of such audit report as performed by an independent Certified Public Accountant.

## **15. Federal Contract Requirements**

- 15.1. 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").
- 15.2. 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 a7) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- 15.3. 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.
- 15.4. 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.
- 15.5. 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). The 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.

16. **Drug Free Workplace:** CONTRACTOR warrants that it is knowledgeable of and in compliance with California Government Code Section 8350 et seq. regarding a drug free workplace.

Some children's services are funded with Mental Health Services Act (MHSA) funds and as a result, Contractor will also adhere to the following:

- 16.1. **Computer/Data Requirements:** The contractor must have the capability of a reliable internet connection for entering data into a county-provided MHSA data portal and creating data spreadsheets and electronically sending data reports as requested to the County MHSA Coordinator or designee.
- 16.2. **Required Program Documentation:** The Contractor shall participate in a county driven program evaluation to include, but not limited to, program/activity outcomes (e.g., demographic information, consumer satisfaction, cost effectiveness data, etc.), and client outcomes, if applicable. Contractor shall submit reports and data in accordance with Exhibit G. All Contractors are subject to modification of data collection, fiscal reporting, and evaluation practices in accordance with MHSA regulatory authorities.

- 16.3. Program Acknowledgement in Distribution of Information: All Mental Health Services Act-funded activities, brochures, advertisements, flyers, electronic media, goods, publications, etc. must include the following acknowledgement: "Funding has been provided, in part, by the County of Placer Mental Health Services Act."
- 16.4. Community Planning Process: Contractor shall participate in MHPA Community Planning Process (i.e., Campaign for Community Wellness) and/or sub-committees.
- 16.5. Cultural Competence: CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements (CCPR), which establishes new standards and criteria for the entire County Mental Health System, including Medi-Cal services, MHPA, and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHPA, and/or Realignment.

**17. Reporting Requirements:**

- 17.1. CONTRACTOR agrees to collect and submit individual, client level data and provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:
- 17.1.1. Contractor shall maintain a system that provides required data in compliance with the MHPA Community Services and Supports (CSS) reporting requirements.
  - 17.1.2. Contractor shall ensure all required client level data including, but not limited to, numbers of clients served, types/frequency of service provided, and client outcomes has been collected, entered and validated in either the County Electronic Health Records System (AVATAR), if applicable, or the County MHPA Data Portal, by the 20th of each month for the previous month. The County will generate reports on the validated data.
  - 17.1.3. Any required summary outcome data not available for reporting through the MHPA Data Portal is due quarterly within 30 days of the end of the fiscal quarter via secure upload.
  - 17.1.4. Contractor shall submit quarterly progress reports to COUNTY, which reflect progress made in implementing the services and achieving the outcomes in the Scope of Work.
  - 17.1.5. The County is required to complete an Annual Progress Report within 31 days of the end of each fiscal year (fiscal year ends 6/30; report due 8/1). Contractor must validate annual reporting data and performance outcomes and submit updated description of the program(s), progress towards goals, and any explanations of differences in the data from the previous year(s).
  - 17.1.6. Contractor is responsible for submitting all data required for any MHPA Progress or Evaluation report. The Contractor is also responsible for providing any corrected, revised, and/or additional data that may be requested by the County; including any backup data to verify reported information. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHPA regulations pertaining to data reporting.

**PAYMENT PROVISIONS**

This is a combination cost reimbursement and per minute rate contract. COUNTY will pay CONTRACTOR for services rendered at the rates set forth below. CONTRACTOR will be reimbursed based on its actual cost with appropriate back-up documentation, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

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, limited to moving identified funding amounts between lines, and rate changes within 10% of rate listed in this agreement

1. Payments for Contracted Services-All Billing should be separated by Adult Services and Children Services:
  - 1.1. Mode 15 services: Mental health crisis, non Medi-Cal billable crisis services, and specialty mental health billings shall be sent directly to COUNTY'S fiscal team by CONTRACTOR. Reimbursement will be at the Mode 15 rate shown below. CONTRACTOR shall complete all necessary documents for COUNTY to bill Medi-Cal for crisis services and specialty mental health services. These documents must be made available to COUNTY upon request and must be retained to comply with state and federal record retention regulations. If applicable, CONTRACTOR shall provide to COUNTY a detailed financial report reflecting client revenues and other third-party revenues for each client on a monthly basis. Accurate fiscal records and supporting documentation shall be maintained by the CONTRACTOR to support all claims for reimbursement.
  - 1.2. Mode 45 services: Outreach and Promotion for youth and juvenile (Mode 45) shall be billed at actual cost with acceptable backup in accordance with table below.
  - 1.3. Mode 60 services: Support services (Mode 60) shall be billed at actual cost, limited to the amounts as shown in the table below. CONTRACTOR shall submit a manual invoice to COUNTY for these services, with acceptable back-up documentation. For Cost Reporting purposes, these expenses shall be labeled as Mode 60, Service Function 78 - Other Non Medi-Cal Client Support Expenditures.
  - 1.4. In the event a budget change is required, CONTRACTOR shall submit to COUNTY any data requested by COUNTY to explain how CONTRACTOR intends to accommodate the required budget change. All such requested documents shall be forwarded to COUNTY by CONTRACTOR no later than 30 days after COUNTY issues a notice to CONTRACTOR of the change in budget.
  - 1.5. CONTRACTOR may not retain more than \$100 in interest earned on federal funds per year per 45 CFR 92.21(i). Interest earned in excess of this amount is to be returned to COUNTY. Any interest retained by CONTRACTOR must be used for administrative expenses. Any interest retained from State General Funds must be used for the purpose for which it was allocated.
  - 1.6. CONTRACTOR agrees to hold harmless both the State and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this Agreement.
  - 1.7. Non-Medi-Cal and Medi-Cal recipients shall be screened financially in accordance with the DMH Uniform Method of Determining Ability to Pay (UMDAP). The recipient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989. While a Medi-Cal recipient cannot be charged any fees for specific services, the UMDAP establishes their liability should they have to pay and must be maintained as part of the clinical record. Medi-Cal reimbursement rate shall be accepted as payment in full for appropriate Medi-Cal beneficiaries.

Contractor will seek approval, from the county designee, prior to commencing treatment with a non-medical client.

1.8. For any services not covered by Medi-Cal, Contractor will obtain pre-approval from COUNTY and if services are approved, detailed back up will be provided with invoices.

\*Mental Health Services Act (MHSA) funding will be used as the first funding source for children and is not available for adults.

Detailed Budgets are on file and managed by the Contract Administrator, by type of service.

- Case Management Services (Mode 15) shall be billed at the rate of **\$2.55** per minute
- Crisis Intervention Services (Mode 15) shall be billed at the rate of **\$4.91** per minute.
- Mental health treatment services shall be billed at the rate of **\$3.30 per minute**.
- Psychiatrist/medication management shall be billed at the rate of **\$6.10 per minute**.

CONTRACTOR shall input treatment and billing data into COUNTY'S Avatar software system.

For the above-mentioned services requiring backup documentation related to Mode 45 (children only) and Mode 60 (children only), CONTRACTOR may invoice for the following:

- Behavior Specialist/Family Specialist/ Support Counselors
- Clinicians
- Admin
- CPM
- Clinical Director
- Regional Support Staff
- PPO
- Taxes & Benefits
- Contract Psychiatrist
- Travel – Mileage
- Staff Training/ Registration/ Recruitment
- Client Program Expense
- General Office Expenditures/ Supplies
- Postage/ Shipping/ Printing
- External Audit
- IT Equipment/ Parts/ Application
- Licenses/ Permits/ Fees
- Insurance
- Professional Services
- Administrative Costs

**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 policies 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:**

• **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**

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:

- 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.
- 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.

DRAFT

**Federally Funded Contracts**

COUNTY will inform CONTRACTOR of any changes related to funding sources or amounts in this agreement as a result of COUNTY's Quarterly funding reviews. If changes are needed to reflect updated Federal Funding, this Exhibit is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, and CONTRACTOR will receive the updated Exhibit.

- 1. SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. 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 Medical Assistance Program) in any fiscal year must have a single audit for that year. CONTRACTOR agrees to provide a copy of the Single Audit report and/or other types of required audit reports, within the earlier of 30 days after receipt of the report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the COUNTY with approval from the cognizant or oversight agency. The report(s) shall be submitted to the address below:

Placer County Health and Human Services  
Attn: HHS Internal Audit  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

- 2. FEDERAL AWARD IDENTIFICATION:**

Subgrantee Name: Uplift Family Services  
Subgrantee DUNS Number: 19 230 2503  
Federal Award Identification Number (FAIN): \_\_\_\_\_  
Federal Funds Obligated to the Subgrantee under this Agreement: \$ \_\_\_\_\_  
Federal Awarding Agency: Department of Health and Human Services  
Pass Through Entity: County of Placer, Health and Human Services Department  
Catalog of Federal Domestic Assistance (CFDA) Name: Medical Assistance Program  
CFDA Number: 93.778  
Research and Development Grant: No (Formula Grant)  
Indirect Cost Rate: 10% / Not Applicable

Should the Subgrantee be determined to be a Subrecipient, pursuant to the criteria of 2 CFR Part 200 (the "Uniform Guidance"), the Subrecipient shall be subject to the Subrecipient Monitoring requirements outlined in the Uniform Guidance. Per 2 CFR Section 200.331, all pass-through entities must ensure that every sub-award is clearly identified to the subgrantee as a sub-award. As part of the Subrecipient Monitoring requirements, additional information will be provided to CONTRACTOR at the time of the of the subaward or when modified. Authorized Federal, State and County representatives shall have the right to monitor and evaluate the Subrecipient's administrative, fiscal and program performance pursuant to this Agreement. The Subrecipient agrees to cooperate with monitoring and evaluation processes and will make any administrative program and fiscal staff available during scheduled monitoring processes including but not limited to administrative processes, policies, procedures and procurement, audits, inspections of project premises, and interviews of project staff and participants.

**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.

Uplift Family Services

\_\_\_\_\_  
Name of Contractor

HHS000452

\_\_\_\_\_  
Contract/Grant Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
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><b>Federal Use Only</b></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.

**County Facility or Equipment to be Used by Contractor**

**Special Terms and Conditions including Security Standards for Placer County Data Network**

1. Specific Identification of Facility and Equipment. The following County facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) Office space for up to 3 of Contractor's employees located at Carnelian Bay office.
2. Use at County's Discretion. Use of County facilities or equipment is made at County's sole discretion. County may discontinue use of County facilities or equipment by CONTRACTOR upon reasonable notice. County reserves the right to provide substitute facilities or equipment at its discretion. County reserves the right to pre-approve all CONTRACTOR personnel who are to use County facilities or equipment. County reserves the right to require CONTRACTOR to remove any of CONTRACTOR'S personnel from County facilities or to discontinue use of County equipment.
3. Property Rights. All County facilities, equipment and data will remain under the sole ownership, custody and control of County and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use County's facilities and equipment for the purposes of fulfilling its obligations to County under this Agreement. County may access any and all electronic or paper data and records created, transmitted, or accessed utilizing County equipment or while on County property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and County policies regarding use of the County's facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of County's or any third party, acquired in the course of using County's facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as County's employees when using County facilities and equipment. Contractor and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the County facility or equipment being utilized. CONTRACTOR and its employees will cooperate with County in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under County policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a County space, without first obtaining County's written consent to do so. Such consent may be withheld by County is County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at County facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Such circumstances are here. Co-located Contractor employees will be required to pass a back-ground check and acknowledge

familiarity with identified County policies and procedures. Co-located Contractor employees will also participate in any trainings deemed necessary by COUNTY.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through a County Data Network and/or Cloud resources CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

10. CONTRACTOR must abide by the Placer County Information Security Policies and Information Security Acceptable Use Policy. Some important excerpts are listed below.

#### 10.1 PURPOSE and DEFINITIONS

Placer County maintains as part of its information technology platform a computer network that includes hardware and software, voicemail, file servers, electronic mail (email), systems that allow access to the internet, cloud-based computing programs and processes, and other electronic pathways. These systems are provided to assist in the conduct of County business within Placer County. Based on CONTRACTOR access, the following applies in whole or in part.

#### 10.2 POLICY

##### 10.2.1 Ownership and Control

All components of the Placer County Technology Platform, including voicemail, email messages sent and received, files and records created or placed on any County file server, and all data placed onto or accessed by the County's computer network including internet access, are and remain either the property of or under the control of Placer County and not the User.

##### 10.2.2 Access and Privacy

Placer County, through the Department of Information Technology (IT), has access to all information technology and electronic equipment and data (computer, voicemail, email, directories, files, electronic records, and Internet and Cloud access). Placer County reserves the right to retrieve and review any voicemail, email, directory, file, record or Internet access records composed, sent, accessed by, or received on its systems.

10.2.2.1 Users should be aware that, even when a message or file is erased or a visit to a website is closed, it is still possible to recreate the message, file or Internet access records.

10.2.2.2 All communications, including text and images may be disclosed by management to third parties or law enforcement, and/or may be used by management for any other lawful purpose including discipline or vendor disputes without prior consent of the sender or receiver.

10.2.2.3 Users have no right to privacy as to any information or file stored on or transmitted through Placer County's computer systems including the internet and cloud, voicemail system, email or other technical resources.

##### 10.2.3 Authorization and Accountability



10.2.3.1 Each individual must have a separate log-in account and password for network use.

#### 10.2.4 Passwords

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of Placer County's resources. All users, including contractors and vendors with access to the County's systems, are responsible for the creation and protection of passwords and additionally any updates to County Password policies must be followed. Users must not use the same password for Placer County accounts and personal accounts.

The reliability of passwords for maintaining confidentiality cannot be guaranteed. Always assume that someone, in addition to the intended or designated recipient, may read any and all messages and files. Any user suspecting that his/her password may have been compromised must, without delay, report the incident to Placer County IT.

10.2.4.1 Passwords must never be shared or disclosed. If a password is accidentally exposed or suspected of exposure, the password should be changed immediately.

10.2.4.2 All passwords must be changed on a specified, periodic basis.

10.2.4.3 Default passwords provided by the vendor for access to applications/systems on the network must be changed to unique and secret passwords.

10.2.4.4 Immediately inform the Information Technology Service Desk when user accounts are no longer required or will not be used for a period of 30 days or more.

10.2.4.5 All accounts not used for 90 days will be automatically disabled.

#### 10.2.5 Authorized Access

10.2.5.1 Users may access only the messages, files, or programs that they have authorization to use and where that use, or access is actually needed to perform their work duties. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voicemail messages, or other property of Placer County, or improper use of information obtained by authorized means is a violation of this Policy.

10.2.5.2 Access to any internet-based site, including Cloud or social media site, is limited to Placer County IT approved sites and access or use may be prohibited by Placer County IT on the ground that the access poses an unreasonable risk to County network security, or the site primarily includes content that is prohibited under this Policy.

10.2.5.3 Attempts to circumvent protection mechanisms and standards to gain unauthorized access will be subject to disciplinary action.

10.2.5.4 Vendors must comply with Placer County security standards and it is the responsibility of the department involved to monitor this compliance.

10.2.5.5 Security vulnerabilities and suspicious or illicit use of information technologies should be reported to your immediate supervisor or the Information Technology Service Desk.

10.2.5.6 Only authorized staff should maintain, move or modify County network systems and components.

10.2.5.7 If removable media devices are used, they must be scanned with an antivirus solution when plugged into the Placer County network.

10.2.5.8 Licensing requirements and copyright laws must be adhered to.

10.2.5.9 All department supported systems and devices must be maintained with the current security patches and updates.

10.2.5.10 Security lifecycle practices must be practiced in all development cycles.

10.2.5.11 Per the Placer County Information Security Program Charter, data sensitivity is established by the department owning the information. All sensitive or confidential data must be protected in transit and when stored.

10.2.5.12 Applications should employ Single Sign On technology.

10.2.5.13 Business critical systems and data must be backed up with periodically validated processes.

#### 10.2.6 Prohibited Activities

To prevent computer viruses from being transmitted, to protect Placer County information and records, Users are prohibited from performing the following activities without first obtaining authorization from the IT Department. Authorization may occur individually, pursuant to a pre-approved list of allowable programs or activities, or by provision of a product approved by the IT Department to a department, User, or to the County generally. The following activities are otherwise prohibited:

10.2.6.1 Do not download any software onto a County computer, network drive, or mobile communications device.

10.2.6.2 Do not transfer, that is upload or download, documents, videos or information to or from an unauthorized Cloud based service or related website.

10.2.6.3 Do not plug non-County devices into the network.

10.2.6.4 Disconnect remote sessions to the network when the work is completed.

#### 10.2.7 Violations

10.2.7.1 Placer County management may advise appropriate law enforcement officials of any alleged illegal acts related to use of any component of the County's Technology Platform.

10.2.7.2 The Department of Information Technology may revoke or limit the use or access of any User for violations of this Policy. The Chief Information Officer reserves the right to deviate from this policy in emergency circumstances.

11. Notification of Data Security Incident. For purposes of this section, "Data Security Incident" is defined as unauthorized access to the CONTRACTOR'S business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, CONTRACTOR must notify County within 48 hours. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and [HHSContracts@placer.ca.gov](mailto:HHSContracts@placer.ca.gov). Notice under this section must include the date of incident and CONTRACTOR'S systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

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**Information Security Requirements****1. Data Location**

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.

**2. Data Encryption**

- 2.1. For all COUNTY data, The CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

**3. Sub-Contractor Disclosure**

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

**4. Business Continuity**

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
  - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business
  - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

**5. Breach Notification**

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.

**ASSURANCE OF COMPLIANCE AGREEMENT  
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**  
(Per CDSS All County Information Notice No. I-44-00)

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In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements contained herein. CONTRACTOR and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**AUTHORIZATION FOR ADMISSION TO PROGRAM**

Authorization for Admission to: \_\_\_\_\_  
(Facility Name)

Client Name: \_\_\_\_\_ Planned Admit Date: \_\_\_\_\_

Social Sec. No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Conserved: \_\_\_\_\_ Yes Public \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ \_\_\_\_\_ No Private \_\_\_\_\_

Private Conservator Information – Name \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

County of Residence: \_\_\_\_\_

Referral Agency: \_\_\_\_\_

Referral Agent: \_\_\_\_\_ Referral Date: \_\_\_\_\_

Medi-Cal No.: \_\_\_\_\_ Client SSI: \_\_\_\_\_ Yes \_\_\_\_\_ No

Client SSA: \_\_\_\_\_ Yes \_\_\_\_\_ No

Brief explanation as to why client needs level of care:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written Authorization:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Reason for disapproval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

Distribution: Facility, Client Chart, Placement Coordinator

**State Child Abuse Prevention, Intervention and Treatment Requirements**

The State of California, Department of Social Services has specific contractual requirements in connection with the Child Abuse Prevention, Intervention and Treatment (CAPIT) grants and subgrants. CONTRACTOR agrees to comply with these requirements in conjunction with the performance of this Agreement:

- 1) The State of California discourages the use of CAPIT funds for the purchase of equipment. Any equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which has a single unit cost of at least five hundred dollars (\$500.00) including tax, and has a life of at least four (4) years, and purchased under this Agreement shall be considered capital equipment. Capital equipment shall not be purchased without prior State and County written approval and shall be the property of the State. Inventory submission and return of said equipment to the State shall be performed in accordance with State CAPIT requirements.
- 2) In addition to the nondiscrimination requirements included herein, CONTRACTOR agrees to give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR agrees to include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this grant.
- 3) CONTRACTOR agrees to comply with the provisions of Public Law 103-227, Part C – Environmental Tobacco Smoke. Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age 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 does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- 4) CONTRACTOR agrees to promptly provide details of any and all expenditures (including those of subcontractors) under this Agreement when requested by the County or State.
- 5) CONTRACTOR agrees to acknowledge the State as the funding agent, in writing, upon all educational and training materials, curricula, audio/visual aids, printed materials, and periodicals developed pursuant to this Agreement and with the prior approval of the State. If any of the above (excepting video productions) are developed without prior approval from the State it shall be acknowledged thereon that the material does not necessarily represent the views of the California Department of Social Services. Video productions shall not be undertaken without the full knowledge and written consent of the State at initial concept development and through production. No expenditures under this Agreement shall be incurred, or allowed for, in the design and development of video productions prior to receipt of written State approval.
- 6) CONTRACTOR shall ensure that all personnel as described in the Child Abuse and Neglect Reporting Act, Section 11164 et seq. of the Penal Code, are in compliance with the law. The law mandates certain personnel to report known or suspected instances of child abuse. This includes, but is not limited to, any person who is a social worker, or an administrator or presenter of, or counselor in, a child abuse prevention program. CONTRACTOR shall require each employee, volunteer, or subcontractor that is a mandated reporter to sign a statement that he or she knows of the reporting requirements as defined in Section 11164 et seq. of the Penal Code.

- 7) CONTRACTOR shall comply with the provisions of Welfare and Institutions Code Section 10850, the CDSS Manual of Policies and Procedures Division 19 regulations, and federal statutes and regulations to assure (in partial summary) that:
  - i. All records concerning an individual, made or kept by any public officer or agency in connection with the administration of provisions of the Welfare and Institutions Code for which Agreements are provided by this State, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of the Agreement.
  - ii. No person will make public, disclose, use, or cause to be published, disclosed, or used, any confidential information pertaining to any person receiving State-funded services.
  - iii. Persons who serve on a multidisciplinary team may disclose to one another information which is relevant to the prevention of abuse, identification, management, or treatment of any person receiving State-funded services.
  - iv. Any person knowingly and intentionally violating the provision of this subdivision is guilty of a misdemeanor.
- 8) CONTRACTOR shall ensure that no staff or other persons employed with State grant funds will conduct activities intended to influence legislation, administrative rule-making, or the election of public officials during time compensated under this Agreement or with grant funds. Nor may any such persons represent that such activities are being performed under this Agreement. The following guidelines shall be observed:
  - i. Meetings which include these activities shall not be represented as being prescribed or funded by the State.
  - ii. Any such meetings or conversations occur during time not compensated under State Agreements. Auditable records shall be kept indicating that the meetings or conversations occurred on personal, dock, vacation or other time not paid for with State funds.
  - iii. Office space leased, rented, or otherwise acquired with State grant funds shall not be used for any activities prohibited herein.
- 9) As provided for in Section 11105.3 of the Penal Code, obtain from the Department of Justice records of appropriate convictions to ensure that no staff, paid or volunteer, are knowingly employed who have been convicted of any sex crime, drug crime, or crimes of violence.
- 10) CONTRACTOR agrees to attend and participate in all regional meetings and training events sponsored by the Office of Child Abuse Prevention for the express purpose of meeting the Legislative intent of the Child Abuse Prevention, Intervention, and Treatment Program (Welfare and Institutions Code Article 4, Section 18960 et seq.).



**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 31<sup>st</sup> for the preceding fiscal/contractual year. CONTRACTOR agrees that failure to provide said report prior to November 1<sup>st</sup> 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 31<sup>st</sup> 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. Including having hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which CONTRACTOR offers services to non-Medi-Cal beneficiaries. If CONTRACTOR only serves Medi-Cal beneficiaries, hours of operation shall be comparable to the hours that the COUNTY makes available for Medi-Cal services that are not covered by CONTRACTOR or another Mental Health Plan. The full agreement is located at: <https://www.placer.ca.gov/DocumentCenter/View/2455/Department-of-Health-Care-Services-Mental-Health-Provider-17-94602-PDF>
  
4. **ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS UNDER THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990:** CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), regulations implementing Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations (42 U.S.C. § 12101 et seq.). 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 sections 7405 and 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
  
5. **CULTURAL COMPETENCE:**
  - 5.1. 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))

- 5.2. 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))
- 5.3. 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.
- 5.4. If CONTRACTOR has an individual requesting culturally specific services, they must inform the COUNTY immediately upon request by the individual.
- 5.5. 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.
- 5.6. The CONTRACTOR shall make oral interpretation and the use of auxiliary aids such as Teletypewriter Telephone/Text Telephone (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 shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge, for any language and written information is available in prevalent languages and how to access those services in accordance with 42 C.F.R. § 438.10(d)(2)-(5), and Welf. & Inst. Code 14727(a)(1)-(2), and Cal. Code Regs., tit. 9, § 1810.410.
- 5.7. 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. 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, or any other notice of action, and mental health education materials used by the CONTRACTOR, available in alternative formats including in the prevalent non-English languages of the County, at no cost (42 C.F.R. 438.10(d)).
- 5.8. The CONTRACTOR shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. 438.10(d)). Welf. & Inst. Code 14727(a)(1) Cal. Code Regs., tit. 9, § 1810.410.
- 5.9. The CONTRACTOR shall ensure its written materials, including those critical to obtaining services:
  - 5.9.1. Are available in alternative formats, upon request of the potential enrollee or enrollee at no cost.
  - 5.9.2. Include taglines in the prevalent non-English languages in the state, explaining the availability of written translation or oral interpretation to understand the information provided (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2)).
  - 5.9.3. Include taglines in the prevalent non-English languages in the state, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the CONTRACTOR'S member/customer service unit (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2))

## 6. **NON DISCRIMINATION**

- 6.1. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity,

religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2 ; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3))

6.2. CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibition of exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.

6.3. The CONTRACTOR shall post, in conspicuous physical locations where the CONTRACTOR interacts with the public and on the internet website published and maintained by the CONTRACTOR, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information (1) a Department-approved nondiscrimination notice and (2) language taglines in a visible font size, no smaller than 12 point, in English, in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services and shall be posted. (42 C.F.R. § 438.10(d)(2)-(3), (6); Welf. & Inst. Code, § 14727(b), (c)(1)-(2))

7. **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 (42 C.F.R. § 438.14(b)(3)). 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.

8. **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 21)

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.

**9. PROHIBITED AFFILIATION:**

- 9.1. The CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
  - 9.1.1. 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))
  - 9.1.2. 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))
- 9.2. 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 (42 U.S.C. 1320a-7), 1128A (42 U.S.C. 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b))
- 9.3. The CONTRACTOR shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
  - 9.3.1. 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))
  - 9.3.2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2))
  - 9.3.3. A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity. (42 C.F.R. § 438.610(c)(3))
  - 9.3.4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2))
  - 9.3.5. 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))
  - 9.3.6. 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))
- 9.4. 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))

**10. DISCLOSURES**

- 10.1. Disclosure of 5% or more of ownership interest: CONTRACTOR shall submit the disclosures below to the COUNTY regarding CONTRACTOR (disclosing entities') ownership and control. Disclosures shall be submitted upon application, before entering into or renewing a contract, within 35 days after any change in the CONTRACTOR ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
  - 10.1.1. Disclosures to be provided:
    - 10.1.1.1. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

- 10.1.1.2. Date of birth and Social Security Number (in the case of an individual);
  - 10.1.1.3. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
  - 10.1.1.4. Whether the person (individual or corporation) with an ownership or control interest in the CONTRACTOR'S network provider is related to another person with ownership or control interest in the same or any other network provider of the CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
  - 10.1.1.5. The name of any other disclosing entity in which the CONTRACTOR or subcontracting network provider has an ownership or control interest; and
  - 10.1.1.6. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 10.2. Disclosures related to business transactions: CONTRACTOR must submit disclosures and updated disclosures to the COUNTY including information regarding certain business transactions within 35 days, upon request, including the ownership of any subcontractor with whom the COUNTY has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between CONTRACTOR and any wholly owned supplier, or between the COUNTY and any subcontractor, during the 5-year period ending on the date of the request.
- 10.3. Disclosures Related to Persons Convicted of Crimes: CONTRACTOR shall submit the disclosures regarding CONTRACTOR'S owners, persons with controlling interest, agents, and managing employees' criminal convictions. Disclosures shall be supplied before entering into the contract and at any time upon the Department's request. Disclosures to be submitted include the identity of any person who is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2)), and the identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2)) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101

**11. CONFLICT OF INTEREST:**

- 11.1. 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).)
- 11.2. 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))
- 11.3. 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))
- 11.3.1. 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))
  - 11.3.2. 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))

11.4. 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))

11.4.1. CONTRACTOR shall submit documentation to COUNTY of employees (current and former State employees) who may present a conflict of interest.

12. **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 (Exhibit D(f) Section 25).

13. **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 35)

Certification and Disclosure Requirements:

13.1. 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.

13.2. 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.

13.3. 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:

13.3.1. 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;

13.3.2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

13.3.3. 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.

13.4. 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.

#### **14. CERTIFICATION OF PROGRAM INTEGRITY:**

- 14.1. 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.
- 14.2. CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:
  - 14.2.1. 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.
  - 14.2.2. 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 with COUNTY and State MHP guidelines.
  - 14.2.3. The services included in the claim were actually provided to the beneficiary.
  - 14.2.4. 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.
  - 14.2.5. 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.
  - 14.2.6. The MHP may impose appropriate utilization controls by requiring all assessments to be completed by the MHP clinical staff or by permitting them to be completed by the provider. If the MHP delegates the facilitation of the assessment to a provider, provider would not need to obtain prior authorization from MHP but must ensure all required elements are contained in the assessment.
  - 14.2.7. For each beneficiary with day rehabilitation, day treatment intensive, or Early Periodic Screening, Diagnostic and Treatment (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 (Reference DHCS MHSUDS IN 19-026).
  - 14.2.8. For each beneficiary with Intensive Home-Based Services (IHBS), Therapeutic Behavioral Services (TBS) and Therapeutic Foster Care (TFC) services included in the claim, all requirements for MHP payment authorization were met, and any reviews for such service(s) were conducted prior to the initial authorization and any re-authorization periods as outlined in COUNTY policy and in line with DHCS regulation; reference DHCS MHSUDS IN 19-026.
  - 14.2.9. CONTRACTOR shall maintain Medi-Cal certification. COUNTY shall certify or use another mental health plan's certification documents to certify, the CONTRACTOR in accordance with California Code of Regulations., title 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by California Code of Regulations., title 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites. If operating an inpatient or residential service program, CONTRACTOR must maintain necessary licensing and certification or mental health program approval.

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

- 14.3. 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.

- 14.4. In addition, CONTRACTOR certifies that the following processes are in place:
  - 14.4.1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
  - 14.4.2. The designation of a compliance officer and a compliance committee that are accountable to senior management.
  - 14.4.3. Effective training and education for the compliance officer and the organization's employees.
  - 14.4.4. Enforcement of standards through well-publicized disciplinary guidelines.
  - 14.4.5. Provisions for internal monitoring and auditing.
  - 14.4.6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 14.5. 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.
- 14.6. Consistent with the requirements of 42 C.F.R. §455.436, and 42 C.F.R. §438.602(d) 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 (NPDES), 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). Check the Office of Inspector General's LEIE and EPLS no less frequently than monthly.
  - 14.6.1. Applicable to all agreements funded in part or whole with federal funds (D(F) section 20).
- 14.7. 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.
  - 14.7.1. By signing this Agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
    - 14.7.2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - 14.7.3. 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;
    - 14.7.4. 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
    - 14.7.5. 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.
  - 14.7.6. 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.
  - 14.7.7. 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.
  - 14.7.8. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to COUNTY.



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

14.7.10. 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.

14.8. 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.

14.9. 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.

14.9.1. 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.

14.9.2. 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.

14.10. 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.

14.11. CONTRACTOR shall ensure that all eligible MHP staff are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b))

**15. AUDIT, RECORD RETENTION, DISALLOWANCES & RECOVERY OF OVERPAYMENTS (Exhibit D(F)):** Applicable to agreements in excess of \$10,000 and applicable to any Subcontractors if used by CONTRACTOR.

15.1. 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.

15.2. 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.

15.3. 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 1896.77)."

15.4. 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.
- 15.4.1. 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. CONTRACTOR agrees to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records (D(F) section 5).
  - 15.4.2. 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.
  - 15.4.3. 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.
  - 15.4.4. 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.
  - 15.5. 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.
    - 15.5.1. COUNTY may involve the CONTRACTOR in developing responses to any draft federal audit reports that directly impact the MHP.
  - 15.6. 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.
  - 15.7. 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 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.
  - 15.8. 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.
  - 15.9. CONTRACTOR shall be financially responsible for any disallowances identified during audits and program reviews.
  - 15.10. CONTRACTOR shall report to COUNTY within 30 calendar days when it has identified payments in excess of amounts specified for reimbursement. CONTRACTOR will return any overpayment to COUNTY within 60 calendar days of after the date of which the overpayment

was identified. COUNTY may withhold payment when it is determined there is a credible allegation of fraud (42 C.F.R. §§ 438.608(a)(8) and 455.23)

**16. FINES, SANCTIONS, PENALTIES, PAYMENT WITHHOLDINGS:**

- 16.1. 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 § 14197.7, 14712, § 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.
- 16.2. 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.
- 16.3. 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.

**17. GRIEVANCE AND APPEALS:**

- 17.1. 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\\_BH\\_Information\\_Notices.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/2018_BH_Information_Notices.aspx)
- 17.2. The CONTRACTOR shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:
  - 17.2.1. The COUNTY and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4))
  - 17.2.2. The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5))

**18. FINANCIAL REQUIREMENT:**

The CONTRACTOR shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

19. **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 Behavioral Health Information Notice (BHIN) 20-043.

**20. CONFIDENTIALITY OF INFORMATION (Exhibit D(F) Section 14):**

- 20.1. 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.
- 20.2. CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
- 20.3. CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- 20.4. 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.

- 20.5. 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.
- 20.6. 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.

## **21. MANAGEMENT INFORMATION SYSTEMS:**

- 21.1. 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))
- 21.2. CONTRACTOR shall provide this information to the COUNTY within the specified timelines of the MHP Contract and Federal regulations.
- 21.3. The CONTRACTOR shall maintain a process that allows for electronic data sharing of health information in compliance with federal interoperability regulations (CMS-9115-F; ONC CURES Act Final Rule). CONTRACTOR shall make available all data elements listed on the United States Core Data for Interoperability (USCDI) data elements, to authorized requesting parties, including the COUNTY, within regulatory timeframes and formats.
- 21.4. CONTRACTOR shall not engage in any practices, that except as required by law or covered by an exception, is likely to interfere with access, exchange or use of electronic health information, when requested by Beneficiaries or appropriate third parties.

## **22. QUALITY ASSURANCE AND COMPLIANCE:**

- 22.1. 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))
  - 22.1.1. 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
  - 22.1.2. Evidence of compliance with the requirements for cultural competence and linguistic competence.
  - 22.1.3. 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.
  - 22.1.4. The CONTRACTOR'S QAPI Program will include all the elements of the Placer County Behavioral Health Provider QA Reporting requirements located at: <https://www.placer.ca.gov/7453/Network-Providers>
  - 22.1.5. CONTRACTOR shall adhere to COUNTY requirement of submitting an Annual QAPI and Quarterly updates.
  - 22.1.6. The COUNTY'S Mental Health Provider Plan Requirements that stipulate what to include in the QAPI for providers can be located at: <https://www.placer.ca.gov/7453/Network-Providers>
  - 22.1.7. When submitting QAPI reports, CONTRACTOR shall also submit a Provider Attestation. The Provider Attestation can be located at: <https://www.placer.ca.gov/7453/Network-Providers>
- 22.2. CONTRACTOR shall maintain a provider directory and update as required. Provider directory must include all required elements as outlined in state and federal regulation 42 C.F.R. §

438.10(e)(2)(vi), all changes shall be submitted within 30 days to Quality Assurance Department.

22.3. CONTRACTOR shall adhere to all network adequacy and timely access standards.

22.4. CONTRACTOR shall have active involvement and participation in the planning, design and execution of 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.

22.4.1. MHP QAPI Program elements include but are not limited to:

22.4.1.1. Timely access to services, including:

- a) The length of time from initial request to first offered appointment:
- b) The length of time from initial request to first kept appointment:
- c) The length of time from initial request to first offered psychiatry appointment:
- d) The length of time from service request for urgent appointment to actual encounter:
- e) Psychiatrist and Clinician No-show rates

22.4.1.2. Beneficiary and system outcomes

22.4.1.3. Utilization management

22.4.1.4. Utilization review

22.4.1.5. Provider appeals

22.4.1.6. Credentialing and monitoring

22.4.1.7. Resolution of beneficiary grievances

22.4.1.8. Detection of both underutilization and overutilization of services

22.4.1.9. Beneficiary and family satisfaction surveys

22.4.1.10. Evaluation of grievances, appeals and state fair hearings

22.4.1.11. Monitoring the safety and effectiveness of medication practices (this shall be under the supervision of a licensed prescriber)

22.4.1.12. Identification and resolution of clinical issues affecting beneficiaries' system wide outcome

22.4.1.13. Identification and implementation of mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns

22.5. 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.

22.6. 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)).

### **23. State and Federal Law Governing this Contract:**

23.1. CONTRACTOR agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in this Section 23, and applicable sections of the state plan and waiver 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 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.

23.2. 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.

23.3. Federal law:

- 23.3.1. Title 42 United States Code, to the extent that these requirements are applicable;
  - 23.3.2. 42 C.F.R. to the extent that these requirements are applicable;
  - 23.3.3. 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.
  - 23.3.4. 42 C.F.R. § 455 to the extent that these requirements are applicable
  - 23.3.5. 45 C.F.R. § 92.1 et. seq. to the extent that these requirements are applicable
  - 23.3.6. Title VI of the Civil Rights Act of 1964
  - 23.3.7. Title IX of the Education Amendments of 1972
  - 23.3.8. Age Discrimination Act of 1975
  - 23.3.9. Rehabilitation Act of 1973
  - 23.3.10. Americans with Disabilities Act
  - 23.3.11. Section 1557 of the Patient Protection and Affordable Care Act
  - 23.3.12. Deficit Reduction Act of 2005;
  - 23.3.13. Balanced Budget Act of 1997.
  - 23.3.14. 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.
  - 23.3.15. 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.
  - 23.3.16. 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.
  - 23.3.17. Any applicable federal and state laws that pertain to beneficiary rights.
  - 23.3.18. Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), CONTRACTOR must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If CONTRACTOR works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, CONTRACTOR will not be paid for that work. If DHCS has paid CONTRACTOR in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if CONTRACTOR worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to CONTRACTOR, CONTRACTOR may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.
- 23.4. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 23.4.1. §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
  - 23.4.2. §438.3(c) Standard Contract Provisions - Payment

- 23.4.3. §438.3(g) Standard Contract Provisions - Provider preventable conditions
- 23.4.4. §438.3(o) Standard Contract Provisions - LTSS contract requirements
- 23.4.5. §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 23.4.6. §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 23.4.7. §438.4 Actuarial Soundness
- 23.4.8. §438.5 Rate Development Standards
- 23.4.9. §438.6 Special Contract Provisions Related to Payment
- 23.4.10. §438.7 Rate Certification Submission
- 23.4.11. §438.8 Medical Loss Ratio Standards
- 23.4.12. §438.9 Provisions that Apply to Non-emergency Medical Transportation
- 23.4.13. §438.50 State Plan Requirements
- 23.4.14. §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
- 23.4.15. §438.56 Disenrollment: requirements and limitations
- 23.4.16. §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 23.4.17. 438.74 State Oversight of the Minimum MLR Requirements
- 23.4.18. §438.104 Marketing
- 23.4.19. §438.106 Liability for Payment
- 23.4.20. §438.108 Cost Sharing
- 23.4.21. §438.110 Member advisory committee
- 23.4.22. §438.114 Emergency and Post-Stabilization
- 23.4.23. §438.362 Exemption from External Quality Review
- 23.4.24. §438.700-730 Basis for Imposition of Sanctions
- 23.4.25. §438.802 Basic Requirements
- 23.4.26. §438.810 Expenditures for Enrollment Broker Services
- 23.4.27. §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- 23.5. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
  - 23.5.1. Long Terms Services and Supports
  - 23.5.2. Managed Long Terms Services and Supports
  - 23.5.3. Actuarially Sound Capitation Rates
  - 23.5.4. Medical Loss Ratio
  - 23.5.5. Religious or Moral Objections to Delivering Services
  - 23.5.6. Family Planning Services
  - 23.5.7. Drug Formularies and Covered Outpatient Drugs
- 23.6. 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.
- 23.7. State Law:
  - 23.7.1. Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
  - 23.7.2. Welf. & Inst. Code §§ 14680-14685.1
  - 23.7.3. Welf. & Inst. Code §§ 14700-14726
  - 23.7.4. 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
  - 23.7.5. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
  - 23.7.6. Cal. Code Regs., tit 9 § 1810.430 – Psychiatric Inpatient Hospital Service Availability
  - 23.7.7. Cal. Code Regs., tit. 22, §§ 50951 and 50953

23.7.8. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

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**COMPLIANCE WITH DMC AND SAPTBG REQUIREMENTS**

DMC Contractor requirements from the Intergovernmental Agreement between Placer County and the Department of Health Care Services (DHCS) to provide Drug Medi-Cal (DMC) services for substance use disorder (SUD) treatment in Placer County.

1. Program Specifications

1.1. Contract Requirements

- 1.1.1. CONTRACTOR is to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. CONTRACTOR shall comply with the following regulations and guidelines:
  - 1.1.1.1. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
  - 1.1.1.2. Title 22, Sections 51490.1(a);
  - 1.1.1.3. Exhibit A, Attachment I, Article III.PP – Requirements for Services;
  - 1.1.1.4. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and
  - 1.1.1.5. Title 22, Division 3, Chapter 3, sections 51000 et. seq.
- 1.1.2. CONTRACTOR will not bill DMC beneficiaries for covered services under a contractual, referral, or other arrangement with the Contractor in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. 1396u–2(b)(6)(C))
- 1.1.3. Agrees the Department, CMS, the Health and Human Services (HHS) Inspector General, the Controller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of CONTRACTOR, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.
- 1.1.4. Will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.
- 1.1.5. The Department, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the Subcontractor will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
- 1.1.6. If the Department, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time.
- 1.2. CONTRACTOR will comply with Placer County policies and procedures relating to advance directives
- 1.3. CONTRACTOR agrees to administer/utilize any and all survey instruments as directed by Placer County, including outcomes and satisfaction measurement instruments.
- 1.4. Ensure that each DMC beneficiary is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the beneficiary is treated.
- 1.5. Shall comply with any other applicable Federal and state laws, including, but not limited to:
  - 1.5.1. Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.

- 1.5.2. The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
- 1.5.3. The Rehabilitation Act of 1973.
- 1.5.4. Title IX of the Education Amendments of 1972 (regarding education programs and activities).
- 1.5.5. Titles II and III of the Americans with Disabilities Act.
- 1.5.6. Section 1557 of the Patient Protection and Affordable Care Act.
- 1.6. Availability and Timely access to services
 

CONTRACTOR shall ensure that all services covered under this contract are available and accessible to COUNTY referred individuals in a timely manner. Hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medi-Cal. CONTRACTOR will need to work in partnership with COUNTY on all data collection needs set forth from DHCS.

  - 1.6.1. The following standards are required for timely access:
    - 1.6.1.1. Non-Urgent Contact (individuals screened to need services in ASAM Levels of Care 3.1 and below) will be offered a face-to-face assessment appointment with a CONTRACTOR within 10 business days.
    - 1.6.1.2. NTP/OTP contact will be offered a face-to-face appointment within three business days of the service authorization request.
    - 1.6.1.3. Urgent Conditions (individuals needing immediate attention but that do not require hospitalization, screened for ASAM Levels of Care, 3.5, or 3.2-WM with a risk score of 3 or 4 in Dimension 1, 2 or 5) will be offered a face-to-face assessment appointment within 48 hours.
    - 1.6.1.4. Emergency (all individuals experiencing a medical or psychiatric emergency) will be immediately referred for emergency services at the most appropriate local hospital.
    - 1.6.1.5. Frequency of follow-up appointments will occur in accordance with individualized treatment plans.
  - 1.6.2. If at any time, CONTRACTOR'S license, registration, certification, or approval to operate a substance use disorder program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS CONTRACTOR shall contact Placer County Quality Management within 2 business days.
- 1.7. Coverage and Authorization of Services. CONTRACTOR shall have in place, and follow, written authorization policies and procedures that align with the Placer County SUD authorization policy and procedure. DMC CONTRACTOR shall provide medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to individuals under FFS Medicaid, as set forth in 42 CFR §440.230, and for individuals under the age of 21, as set forth in 42 CFR Section 440, subpart B.
- 1.8. Grievance and Appeal System. CONTRACTOR shall utilize COUNTY'S designated grievance and appeal system for resolving disputes and grievances.
- 1.9. CONTRACTOR shall provide reports to COUNTY and DHCS within 60 calendar days when it has identified payments in excess of amounts specified in this Contract.
- 1.10. CONTRACTOR shall not knowingly have a relationship with the following:
  - 1.10.1. A director, officer, or partner of the COUNTY;

- 1.10.2. A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity.
  - 1.10.3. A network provider or person with an employment, consulting or other arrangement with the CONTRACTOR for the provision of items and services that is significant and material to the CONTRACTOR'S obligations under this Agreement.
  - 1.10.4. 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.
  - 1.10.5. 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 paragraph (a)(1) of this section.
  - 1.11. CONTRACTOR is responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month and maintain proof of client Medi-Cal eligibility in their record. Medi-Cal eligibility verification should be performed prior to rendering service. CONTRACTOR shall verify the Medi-Cal eligibility determination of an individual. When CONTRACTOR conducts the initial eligibility verification, that verification shall be reviewed and approved by COUNTY prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination Education Assistance Act (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.
  - 1.12. The initial medical necessity determination, for an individual to receive a DMC benefit, shall be performed through a face-to-face review or telehealth by a Medical Director. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services.
    - 1.12.1. Medical necessity for an adult (an individual age 21 and over) is determined using the following criteria:
      - 1.12.1.1. The individual shall have received at least one diagnosis from the current Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and
      - 1.12.1.2. The individual shall meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
  - 1.13. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.
  - 1.14. For an individual to receive ongoing DMC services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual.
2. Other Drug Medi-Cal Organized Delivery System requirements
    - 2.1. No Unlawful Use or Unlawful Use Messages Regarding Drugs. CONTRACTOR agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol

related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3).

- 2.2. Trafficking Victims Protection Act of 2000. Services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:  
[https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title22-section7104\)&f=treesort&edition=prelim&num=0&jumpTo=true](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104)&f=treesort&edition=prelim&num=0&jumpTo=true)

### 2.3. Federal Law Requirements

- 2.3.1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2.3.2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 2.3.3. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 2.3.4. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 2.3.5. Age Discrimination in Employment Act (29 CFR Part 1625).
- 2.3.6. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 2.3.7. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 2.3.8. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 2.3.9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 2.3.10. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 2.3.11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 2.3.12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 2.3.13. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

### 2.4. State Law Requirements:

- 2.4.1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2.4.2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

- 2.4.3. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- 2.4.4. No state or Federal funds shall be used by the CONTRACTOR for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the CONTRACTOR to provide direct, immediate, or substantial support to any religious activity.
- 2.4.5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

### 3. CULTURAL COMPETENCE:

- 3.1. 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).)
- 3.2. 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).)
- 3.3. CONTRACTOR shall ensure that all employees who provide direct services attend a minimum of one Cultural Competence training per fiscal year. CONTRACTOR shall provide COUNTY Contract Administrator with evidence of completion of training.
- 3.4. If CONTRACTOR has an individual requesting culturally specific services, they must inform COUNTY immediately upon request by the individual.
- 3.5. 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.
- 3.6. 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. 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.
- 3.7. 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, CONTRACTOR 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.
- 3.8. CONTRACTOR shall ensure its written materials:
  - 3.8.1. 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.
  - 3.8.2. 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.

3.8.3. 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.

4. REGARDING IHCP/INDIAN ENROLLEES:

4.1. 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.

4.2. 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.

5. 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)

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. PROHIBITED AFFILIATION:

6.1. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:

6.1.1. 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).)

6.1.2. 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).)

6.2. 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.)

6.3. CONTRACTOR shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

6.3.1. 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).)

6.3.2. A subcontractor of CONTRACTOR, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

6.3.3. A person with beneficial ownership of 5 percent or more of the CONTRACTOR'S equity. (42 C.F.R. § 438.610(c)(3).)

6.3.4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

6.3.5. 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).)

6.3.6. 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).)

6.4. 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).)

## 7. CONFLICT OF INTEREST:

7.1. 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).)

7.2. 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 any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

7.3. 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).)

7.3.1. 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 Department by oral or written disclosure. (Cal. Code Regs, tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)

7.3.2. 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).)

7.4. 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).)

7.4.1. CONTRACTOR shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

#### 8. OFFICIALS NOT TO BENEFIT:

8.1. 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.

#### 9. 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)

##### 9.1. Certification and Disclosure Requirements:

9.1.1. 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 Exhibit F, 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.

9.1.2. Each recipient shall file a disclosure (in the form entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'" set forth in Exhibit F) 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.

9.1.3. 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:

9.1.3.1. 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;

9.1.3.2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

9.1.3.3. 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.

9.1.4. 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.



9.2. 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.

9.3. Prohibition

9.3.1. 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.

10. CERTIFICATION OF PROGRAM INTEGRITY:

10.1. 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.

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

10.3. 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.

10.4. 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.

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

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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.

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

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

- 10.9.3. The designation of a compliance officer and a compliance committee that are accountable to senior management.
- 10.9.4. Effective training and education for the compliance officer and the organization's employees.
- 10.9.5. Enforcement of standards through well-publicized disciplinary guidelines.
- 10.9.6. Provisions for internal monitoring and auditing.
- 10.9.7. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 10.10. 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.
- 10.11. 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 (NPES), 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 Department's Medi Cal Suspended and Ineligible Provider List (S & I List).
  - 10.11.1. Applicable to all agreements funded in part or whole with federal funds. COUNTY agrees that no part of any federal funds provided under this contract shall be used by the COUNTY or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at: [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm)
  - 10.11.2. 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.
  - 10.11.3. By signing this Agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
    - 10.11.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - 10.11.3.2. 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;
    - 10.11.3.3. 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

- 10.11.3.4. 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.
  - 10.11.3.5. 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.
  - 10.11.3.6. 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.
  - 10.11.4. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to COUNTY.
  - 10.11.5. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - 10.11.6. 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.
  - 10.12. If the CONTRACTOR finds a party that is excluded, it must promptly notify the Department and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
  - 10.13. 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.
  - 10.14. 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.
  - 10.15. CONTRACTOR shall adhere to the MHP Credentialing Guidelines, and demonstrative monthly verifications and compile into a quarterly report and sent to the COUNTY CONTRACT ADMINISTRATOR. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the COUNTY.
  - 10.16. CONTRACTOR shall ensure that all eligible MHP staff are enrolled with the Department of Health Care Services (DHCS) Provider Enrollment Division (PED) Medicaid Program.
11. AUDIT, RECORD RETENTION, DISALLOWANCES & RECOVERY OF OVERPAYMENTS:
- 11.1. Applicable to agreements in excess of \$10,000 and applicable to any Subcontractors if used by CONTRACTOR.
  - 11.2. 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.

- 11.3. 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.
- 11.4. CONTRACTOR agrees that COUNTY, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller 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, 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)."
- 11.5. 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.
- 11.5.1. 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.
- 11.5.2. 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.
- 11.5.3. 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.
- 11.5.4. 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.
- 11.6. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 11.6.1. Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.

- 11.6.2. The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- 11.7. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 11.7.1. The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
- 11.7.2. Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.
- 11.7.3. The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- 11.8. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. 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 Department 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 the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- 11.9. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.
- 11.10. Contractor shall be financially responsible for any disallowances identified during audits and program reviews.
12. FINES, SANCTIONS, PENALTIES, PAYMENT WITHHOLDINGS:
- 12.1. 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.
- 12.2. 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.

12.3. 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.

12.4. GRIEVANCE AND APPEALS:

12.4.1. 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\\_BH\\_Information\\_Notices.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/2018_BH_Information_Notices.aspx)

13. BENEFICIARY LIABILITY:

13.1. 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).)

13.2. CONTRACTOR or an affiliate, vendor, contractor, 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 does not pay the Contractor; for costs of covered services for which the State or the Contractor 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).)

13.3. CONTRACTOR shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c).).

14. ICD-10 CODE:

14.1. 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.

15. COST SHARING:

15.1. The Contractor 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.)

15.2. The Contractor 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).)

16. CONFIDENTIALITY OF INFORMATION:

16.1. 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.

- 16.2. CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
- 16.3. CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.

#### 17. MANAGEMENT INFORMATION SYSTEMS:

- 17.1. CONTRACTOR shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- 17.2. CONTRACTOR shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) CONTRACTOR shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)
- 17.3. CONTRACTOR shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 CFR § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code §14100.2(a).)

#### 18. QUALITY ASSURANCE AND COMPLIANCE:

- 18.1. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)

- 18.2. 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.
- 18.3. CONTRACTOR shall provide to COUNTY all necessary information and elements to maintain an accurate provider directory. Such information will be provided to COUNTY on a regular basis and when updates are required.
- 18.4. Contractor shall adhere to all network adequacy and timely access standards and .
- 18.5. The Contractor's QAPI Program will include all the elements of the Placer County Behavioral Health Provider QA Reporting requirements found at: <https://www.placer.ca.gov/2026/Newsletters-Meeting-Minutes-Work-Plans-S> .
- 18.6. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- 18.7. CONTRACTOR shall participate in the MHP QAPI Program. Participation shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- 18.8. MHP QAPI Program elements include but are not limited to:
  - 18.8.1. Timely Access, including
    - 18.8.1.1. The length of time from initial request to first offered routine appointment,
    - 18.8.1.2. The length of time from initial request to first routine appointment,
    - 18.8.1.3. The length of time from initial routine MAT request to NTP appointment/contact,
    - 18.8.1.4. The length of time from service request for urgent appointment to actual face to face encounter,
    - 18.8.1.5. Timeliness of follow up services post-residential treatment discharge,
    - 18.8.1.6. Withdrawal Management readmission rates within 30 days
    - 18.8.1.7. No show rates for initial visit/service
  - 18.8.2. Beneficiary and system outcomes,
  - 18.8.3. Utilization management,
  - 18.8.4. Utilization review,
  - 18.8.5. Provider appeals,
  - 18.8.6. Credentialing and monitoring,
  - 18.8.7. Resolution of beneficiary grievances.
  - 18.8.8. Detection of both underutilization and overutilization of services.
  - 18.8.9. Beneficiary and family satisfaction surveys
  - 18.8.10. Evaluation of grievances, appears and state fair hearings



- 18.8.11. Monitoring the safety and effectiveness of medication practices (this shall be under the supervision of a licensed prescriber).
- 18.8.12. Identification and resolution of clinical issues impacting beneficiary's system wider.
- 18.9. Identification and implementation of mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.
  - 18.9.1. The 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.
- 18.10. The Contractor shall have a Quality Improvement (QI) Work Plan 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
  - 18.10.1. Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.
- 18.11. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)
- 18.12. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))
- 19. State and Federal Law Governing this Contract:
  - 19.1. 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 19.3, 19.6, and 19.7 in its provision of services. 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.
  - 19.2. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department 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.
  - 19.3. Federal law:
    - 19.3.1. Title 42 United States Code, to the extent that these requirements are applicable;
    - 19.3.2. 42 C.F.R. to the extent that these requirements are applicable;
    - 19.3.3. 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 19.4 and 19.5, below.
    - 19.3.4. 42 C.F.R. § 455 to the extent that these requirements are applicable;
    - 19.3.5. Title VI of the Civil Rights Act of 1964

- 19.3.6. Title IX of the Education Amendments of 1972
- 19.3.7. Age Discrimination Act of 1975
- 19.3.8. Rehabilitation Act of 1973
- 19.3.9. Americans with Disabilities Act
- 19.3.10. Section 1557 of the Patient Protection and Affordable Care Act
- 19.3.11. Deficit Reduction Act of 2005;
- 19.3.12. Balanced Budget Act of 1997.
- 19.3.13. 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.
- 19.3.14. 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.
- 19.3.15. 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.
- 19.3.16. Any applicable federal and state laws that pertain to beneficiary rights.
- 19.4. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
  - 19.4.1. §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
  - 19.4.2. §438.3(c) Standard Contract Provisions - Payment
  - 19.4.3. §438.3(g) Standard Contract Provisions - Provider preventable conditions
  - 19.4.4. §438.3(o) Standard Contract Provisions - LTSS contract requirements
  - 19.4.5. §438.3(p) Standard Contract Provisions – Special rules for HIOs
  - 19.4.6. §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
  - 19.4.7. §438.4 Actuarial Soundness
  - 19.4.8. §438.5 Rate Development Standards
  - 19.4.9. §438.6 Special Contract Provisions Related to Payment
  - 19.4.10. §438.7 Rate Certification Submission
  - 19.4.11. §438.8 Medical Loss Ratio Standards
  - 19.4.12. §438.9 Provisions that Apply to Non-emergency Medical Transportation
  - 19.4.13. §438.50 State Plan Requirements
  - 19.4.14. §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
  - 19.4.15. §438.56 Disenrollment: requirements and limitations

- 19.4.16. §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 19.4.17. 438.74 State Oversight of the Minimum MLR Requirements
- 19.4.18. §438.104 Marketing
- 19.4.19. §438.110 Member advisory committee
- 19.4.20. §438.114 Emergency and Post-Stabilization
- 19.4.21. §438.362 Exemption from External Quality Review
- 19.4.22. §438.700-730 Basis for Imposition of Sanctions
- 19.4.23. §438.802 Basic Requirements
- 19.4.24. §438.810 Expenditures for Enrollment Broker Services
- 19.4.25. §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- 19.5. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
  - 19.5.1. Long Terms Services and Supports
  - 19.5.2. Managed Long Terms Services and Supports
  - 19.5.3. Actuarially Sound Capitation Rates
  - 19.5.4. Medical Loss Ratio
  - 19.5.5. Religious or Moral Objections to Delivering Services
  - 19.5.6. Family Planning Services
  - 19.5.7. Drug Formularies and Covered Outpatient Drugs
- 19.6. 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.
- 19.7. State Law:
  - 19.7.1. Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
  - 19.7.2. Welf. & Inst. Code §§ 14680-14685.1 3)
  - 19.7.3. Welf. & Inst. Code §§ 14700-14726
  - 19.7.4. 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
  - 19.7.5. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
  - 19.7.6. Cal. Code Regs., tit. 22, §§ 50951 and 50953
  - 19.7.7. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)**

**COUNTY OF PLACER THROUGH ITS HEALTH AND HUMAN SERVICES DEPARTMENT  
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

COUNTY OF PLACER through its Health and Human Services Department (“Placer County”) with Uplift Family Services (the “QSO”) hereby agree to comply with the terms set forth in this Qualified Service Organization Agreement (“QSOA”) whereby the QSO agrees to provide substance abuse and/or other services to Placer County’s clients. Placer County may provide data and information related to substance abuse treatment to QSO in order for QSO to provide services to Placer County pursuant to the contract (the “Service Arrangement”) between the QSO and Placer County. This QSOA is necessary to ensure the protection of the confidentiality of such data and information.

**RECITALS:**

WHEREAS, the QSO provides services for Placer County pursuant to which Placer County may disclose Protected Health Information (“PHI”) and substance abuse treatment records to the QSO in order to enable the QSO to perform one or more functions for Placer County related to Treatment, Payment or Health Care Operations;

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the “Privacy Rule”), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the “Security Rule”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”) including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316; and

WHEREAS, the parties also desire to comply with federal regulations of the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, relating to the use and disclosure of substance abuse treatment records.

NOW THEREFORE, the parties to this QSOA hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this QSOA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502, and 42 C.F.R. Part 2.
2. Obligations and Activities of the QSO.
  - 2.1. The QSO agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Placer County identifying or otherwise relating to substance abuse treatment, it is fully bound by the federal regulations under 42 C.F.R. Part 2.
  - 2.2. The QSO agrees to ensure that any substance abuse treatment records received from Placer County will not be re-disclosed to any other agency or subcontractor who provides services to the QSO, in accordance with 42 C.F.R. Part 2.
  - 2.3. The QSO agrees to not use or further disclose PHI or substance abuse treatment records other than as permitted or required by this QSOA, as required by law or as permitted by law, provided such use or disclosure would also be permissible by law by Placer County. The QSO agrees to resist any efforts in judicial proceedings to obtain access to substance abuse treatment records except as expressly provided for in 42 C.F.R. Part 2.

- 2.4. The QSO agrees to use appropriate safeguards to prevent use or disclosure of the PHI or substance abuse treatment records other than as provided for by this QSOA. The QSO agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and substance abuse treatment records, as required by the “Security Rule,” including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316.
- 2.5. The QSO agrees to mitigate, to the extent practicable, any harmful effect that is known to the QSO of a use or disclosure of PHI or substance abuse treatment records by the QSO in violation of the requirements of this QSOA, or of any Security Incident of which it becomes aware.
- 2.6. The QSO agrees to report to Placer County, in writing, any use or disclosure of PHI or substance abuse treatment records not provided for by this QSOA, within five (5) business days.
- 2.7. The QSO agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and substance abuse treatment records received from or created or received by the QSO, on behalf of Placer County, agrees to the same restrictions and conditions that apply through this QSOA to the QSO with respect to such information. Specifically, the QSO agrees to include the statutory required re-disclosure language every time the QSO re-discloses any substance abuse treatment records as follows:
  - 2.7.1. This information has been disclosed to you from records protected by the Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.
- 2.8. The QSO shall, following the discovery of a breach of any substance abuse treatment records, promptly notify Placer County of such breach. Such notice shall include: a) the identification of each individual whose record has been, or is reasonably believed by the QSO to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of information that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by the QSO related to the breach; and f) contact information of the most knowledgeable individual for Placer County to contact relating to the breach and its investigation into the breach.
- 2.9. QSO agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.

### 3. Term and Termination.

- 3.1. The term of this QSOA shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI and substance abuse treatment records provided by Placer County to the QSO, or created or received by the QSO on behalf of Placer County, is destroyed or returned to Placer County, or, if it is infeasible to return or destroy it, protections are extended to such information, in accordance with the termination provisions of this Section.
- 3.2. Upon the either party’s knowledge of a material breach by the other party, the party
  - 3.2.1. Provide an opportunity for the other party to cure the breach or end the violation and terminate this QSOA and the Service Arrangement if the violating party does not cure the breach or end the violation within the time specified by the other party.

- 3.2.2. Immediately terminate this QSOA and the Service Arrangement if the party has breached a material term of this QSOA and cure is not possible; or
    - 3.2.3. If neither termination nor cure is feasible, the party shall report the violation to the HHS Secretary.
  - 3.3. Except as provided in paragraph 3.4 of this Section, upon any termination or expiration of this QSOA, the QSO shall return or destroy all PHI and substance abuse treatment records received from Placer County, or created or received by the QSO on behalf of Placer County. This provision shall apply to PHI and substance abuse treatment records that are in the possession of subcontractors or agents of the QSO. The QSO shall retain no copies.
  - 3.4. In the event that the QSO determines that returning or destroying the PHI and substance abuse treatment records is infeasible, the QSO shall provide to Placer County notification of the conditions that make return or destruction infeasible. The QSO shall extend the protections of this QSOA to such PHI and substance abuse treatment records and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as the QSO maintains such PHI and substance abuse treatment records.
4. Miscellaneous.
  - 4.1. The Parties agree to take such action as is necessary to amend this QSOA from time to time as is necessary for Placer County to comply with the requirements of HIPAA, the Privacy and Security Rules, HITECH and 42 C.F.R. Part 2.
  - 4.2. Any ambiguity in this QSOA shall be resolved to permit Placer County to comply with HIPAA, HITECH, and 42 C.F.R. Part 2.
  - 4.3. The QSO is solely responsible for all decisions made by the QSO regarding the safeguarding of PHI and substance abuse treatment records.
  - 4.4. Nothing express or implied in this QSOA is intended to confer, nor shall anything herein confer upon any person other than Placer County, the QSO and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
  - 4.5. Modification of the terms of this QSOA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
  - 4.6. This QSOA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
  - 4.7. Should any provision of this QSOA be found unenforceable, it shall be deemed severable and the balance of the QSOA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
  - 4.8. This QSOA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.
  - 4.9. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
  - 4.10. This QSOA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.