NAPA COUNTY AGREEMENT NO. 240279B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 1st day of October 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **SENECA FAMILY OF AGENCIES, a California nonprofit corporation,** hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

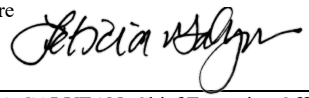
WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services, Mental Health Services Act (MHSA) Full-Service Partnership-level services, and intense family engagement and support; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **JOELLE GALLAGHER**, **Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Signature SCOTT OSBORN, Chief Operating Officer Signature  LETICIA GALVEAN, Chief Executive Officer

Maximum Amount for FY 2023-2024 services: $1,785,693 Maximum Amount for FY 2024-2025 and each subsequent FY: $2,777,280	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Jo Ann Iwasaki Parker by e-signature* Date: February 12, 2024
Term Expires: June 30, 2024	
Automatic renewal of term applies.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 240279B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director

1.5 The Contract Contact Person for CONTRACTOR shall be: Leticia Galyean, 8945 Golf Links Road, Oakland, California 94605

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Medi-Cal and Mental Health Services Act (MHSA).

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Mental Health Services Authority (CalMHSA) and Department of Health Care Services – Managed Care

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.countyofnapa.org/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[X] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[X] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

Exhibit D: Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate (attached)
Exhibit E: Medi-Cal Base Rates and Incentives (attached)

EXHIBIT A
SCOPE OF WORK

October 1, 2023 through June 30, 2024
(and each subsequent automatic annual renewal)

I. Overview

Napa County Health and Human Services Agency's Behavioral Health Division (hereafter "COUNTY") is expanding the current COUNTY Children's Full-Service Partnership (CFSP) program to add caseloads from Child Welfare Services (CWS) and Juvenile Probation-involved youth with Serious Emotional Disturbance (SED) or Severe Mental Illness (SMI). Seneca Family of Agencies (hereafter "CONTRACTOR") will serve the population expansion using High Fidelity Wraparound (HFW) Services.

HFW is an intensive, team-based, person-centered supportive service that provides coordinated, integrated, family-driven care to meet the complex needs of youth/young adults who are involved with multiple systems (e.g., mental health, child welfare, juvenile/criminal justice, special education), who are experiencing serious emotional or behavioral difficulties, have dual diagnosis (MH and/or SUD, and IDD) with complex needs, and are at risk of placement in therapeutic residential settings, or other institutional settings, or have experienced multiple crisis events.

II. Background

The purpose of this Contract is to provide Wraparound services to COUNTY referred youth and their families. The California Department of Social Services, pursuant to the passage of Senate Bill 163 (Chapter 795, Statutes of 1997) created Wraparound to provide a family-centered, strength-based alternative to higher level placement. This legislation permits counties to use the Wraparound funding for planning and service delivery in lieu of placements for children/youth in group home/STRTP facilities. The program provides the COUNTY with the ability to use state and County Aid to Families with Dependent Children-Foster Care (AFDC-FC) dollars. Wraparound may also be used for children who are eligible for the Adoption Assistance Program (AAP) though funding for services is different for these children.

III. Scope of Service/Service Activities

CONTRACTOR shall:

A. Provide a Wraparound program that meets the standards specified in All County Information Notice (ACIN) I-28-99, as well as a program that adheres to the principles, phases and activities of the Wraparound process, as measured by the National Wraparound Initiative's Wraparound Fidelity Index.

B. Provide services consistent with the Core Practice Model developed in response to most up to date *Katie A. Settlement* legislative guidance .

C. Provide Early Prevention Screening & Diagnostic Treatment (EPSDT) services to eligible beneficiaries pursuant to the contract with COUNTY. Because all beneficiaries may not have Medi-Cal, a client's ability to receive Wraparound services will not be contingent on Medi- Cal eligibility.

D. Serve on an average eighteen (18) slots for SB 163 (Wraparound) eligible youth.

E. Determine eligibility requirements as stated in WIC 18251(c):

(c) "Eligible child" means a child or nonminor dependent, as described in subdivision (v) of Section 11400, who is any of the following:

1. A child or nonminor dependent who has been adjudicated as either a dependent, transition dependent, or ward of the juvenile court pursuant to Section 300, 450, 601, or 602.
2. A child who is the subject of a petition filed pursuant to Section 602 and who is participating in a program described in Section 654.2, 725, or 790, and is at risk of placement in out-of-home care.
3. A child or nonminor dependent who is currently, or who would be, placed in out-of-home care.
4. A child who is eligible for adoption assistance program benefits when the responsible public agency has approved the provision of wraparound services in lieu of out-of-home care.

F. Adhere to the SB 163 legislation which requires Wraparound services to:

1. Be family centered, individualized, culturally relevant and strength based.
2. Be team and community based.
3. Rely on natural community support; develop a child and family team plan to identify service needs.
4. Place child in the least restrictive environment. Track and evaluate outcomes.
5. Be cost neutral to the State.
6. Reinvest cost savings into child welfare programs.

G. Participate in quarterly program meetings to discuss at a minimum the Contract, program, child and family needs, service provisions, obstacles to treatment, policies and procedures impacting the Contract.

H. Assign CONTRACTOR representative to attend Napa County HHSA Interagency Placement Committee meetings.

Flexible Schedules and Twenty-Four-Hour Crisis Services

I. Maintain flexible work hours (between the hours of 7 AM and 9 PM for scheduled services and 24 hours a day for crisis services) and non-traditional workweeks (support counselors maintain a Sunday through Thursday schedule and Tuesday through Saturday for scheduled

appointments) to accommodate family needs for contact when it fits within the family's schedule.

1. Provide 24 hours, 7 days a week crisis services to meet any unplanned client emergency, the details of which will be determined in collaboration between CONTRACTOR and the COUNTY.
2. Respond as soon as practically possible to beneficiaries in crisis or emergency situations.
3. Be available on-call via telephone 24 hours a day, and/or by telephone referral to assess a client's specific crisis or emergency.
4. Be available to provide an immediate response on the premises, by mobile response, by telephone, or by referral to the most appropriate service provider.
5. Actively follow-up with beneficiaries within 24 hours of providing a crisis intervention.
6. Review all crisis service interventions within 24 hours.
7. Provide the COUNTY with a copy of its policy for 24-hour coverage and maintain a calendar that shows who was on call. The calendar will be kept for 12 months for inspection by the COUNTY.
8. Maintain documentation of all crisis service activities that had to be handled between 6 PM and 8 AM, Monday-Friday and on weekends.

Services/Four Phase Model
Ensure that the services are provided according to the four phases identified in the Wraparound process (Developed by the National Wraparound Initiative Advisory Group). The CONTRACTOR will discuss changes to the process with COUNTY and the family team, when appropriate.

Engagement Phase.
The goal is to build strong engagement from the start of services and to develop rapport from the very first contact made with each youth and family.

A. Within 24 hours of receiving the referral, make phone contact with the referring COUNTY worker and the caregiver. Review the Wraparound process, including explaining the options for Family Finding and Visitation. Begin collecting medical, psychosocial, provider and family network information prior to contact with the caregiver. Documents may include the Field Sheet, client's Case Plan, and Katie A Action Plans.
B. Within 5 business days of receiving the referral, offer face-to-face contact with the caregiver and /or client.
C. During the first week of service, identify safety needs and concerns and provide the 24/7 support line number. Discuss Wraparound process and obtain signatures on consents and releases of information. Contact referring COUNTY worker and inform him or her of the

direct care schedule and initial safety concerns/plans. Elicit information about and planned efforts to engage additional service providers and natural supports.

D. For beneficiaries exiting group home care, begin providing intensive services to them and their family at least 30 days prior to their planned discharge from the group home. Services will focus on helping each youth successfully transition back into his or her home or community.

Planning Phase.

The development of a safety plan: initial Wraparound Action Plan, assessment and care plan.

A. Within 14 calendar days of opening the case, CONTRACTOR will begin developing the initial Safety Plan and complete the Functional Behavioral Analysis (FBA). The FBA will be completed in 30 calendar days. The practical safety plan defines youth and caregiver triggers, risk behaviors, and the escalation curve, while concretely outlining the steps to be taken by each family member to ameliorate the immediate risk if a crisis does arise. The plan will be shared with the Child and Family Team.
B. Within 30 calendar days of opening the case, CONTRACTOR will convene Child and Family Team meetings to identify strengths, describe and prioritize the needs of the youth and family, identify existing and potential natural supports, and set goals and action steps via the completion of the Wraparound Action Plan.
C. Within 60 calendar days of their enrollment in Wraparound, CONTRACTOR will perform a comprehensive clinical assessment on all referred beneficiaries and their families. The assessment tools will be COUNTY approved, standardized, and evidenced based. If a lengthy assessment or evaluation period is needed due to the complexity of the case or the nature of the service, justification will be documented in the case record. The assessments will include the use of the Child and Adolescent Needs and Strengths (CANS) tool to inform service planning, as well as consider the beneficiaries' unique personal characteristics including aspects of their racial, ethnic, and cultural background.
D. Develop a written care plan for each client that is based upon diagnosis and EPSDT necessity criteria and involves, to the fullest extent possible, the participation of the client and his or her family. Care Plan goals and objectives must be specific, measurable, attainable, relevant, and timed.
E. Ensure that each care plan, as well as any significant revisions made to the plan, is signed by the client and/or his or her legal guardian, as appropriate.
    1. Review and update the client's care plan, as needed.
    2. Update client's care plan when indicated by the client's changing needs or circumstances, progress toward achievement of service goals, or simply by client request.
    3. Conduct service planning so that the client retains as much personal responsibility and self- determination as possible.
    4. Assist the client, during service planning, to understand the available options, the benefits, and consequences of different service alternatives, and inform the client or his or her parent or legal guardian in advance about the benefits, risks, and alternatives to planned services.

Action Phase.

All services are community-based, designed with a strong emphasis on family engagement, self-determination, and empowerment, and implemented and routinely evaluated by the Child and Family Team.

A. Implement and refine, as needed, the Wraparound Action Plan (WAP) and Safety Plan and review progress toward treatment goals.
B. At least monthly, hold Wraparound Child and Family Team (CFT) Meetings to discuss follow-through on the WAP, evaluate the plan's effectiveness, and revise the WAP and Safety Plan as needed. During the meeting, identify strengths, describe, and prioritize the needs of the youth and family, identify existing and potential natural supports, and set goals and action steps. Every 90 calendar days, the CFT meeting will meet Katie A attendee requirements.
C. Complete CANS assessment and revise care plan by assessing progress and re-evaluating treatment goals. Every 6 months complete a CANS assessment.
D. Provide ongoing case management determined by the child's or family's needs. Multiple times a week, continue to meet with the client and caregiver to implement the action steps and interventions identified in the WAP. This may include taking them to community activities, helping them practice needed skills, and supporting them to navigate the various service systems with which they are involved.
E. Review safety plans frequently and revised as needed and after every significant incident that occurs.
F. Provide ongoing individual and/or family therapy by masters-level clinicians and supplemented by check-ins as needed. Therapy is provided according to individual need and the treatment focuses optimizing success through the creation of a non-threatening atmosphere conducive to engagement in talk-therapy and other therapeutic activities.
G. Provide ongoing behavioral interventions and coaching in the home or community that focuses on development of replacement behaviors and coping skills to empower youths to successfully manage their mental health symptoms and achieve sustainable success towards their treatment goals and objectives.
H. Provide ongoing engagement of natural supports. Continuously identify and engage potential support people, under the direction of the referring COUNTY worker. Integrate them into the CFT to provide support for the child's and family's success. Support them in building rapport and connection with the youth. Seek approval from referring COUNTY worker prior to engaging new support people.
   Provide ongoing supervised visitation (optional). Provide therapeutic support to children and Provide Early Prevention Screening & Diagnostic Treatment (EPSDT) services to eligible beneficiaries pursuant to the contract with COUNTY. Because all beneficiaries may not have Medi-Cal, a client's ability to receive Wraparound services will not be contingent on Medi-Cal eligibility.
I. Provide ongoing crisis intervention and stabilization to include the availability of 24-hour on-call phone support to all beneficiaries, their caregivers, families and other natural supports; beneficiaries may also access up to 7 days of 24-hour in-home staff support to help stabilize a crisis situation or provide an increased amount of contact during the week and weekend.

Transition Phase. This phase begins once interventions have proven successful in achieving the family's desired outcomes and/or the CFT has recommended termination of services.

Wraparound services are concluded with a culturally respectful celebration, which the child and family plans and implements together.

A. Ensure that termination of service is an orderly process, and that discharge planning begins at intake. Ideally, ongoing services were reduced in frequency and intensity and natural supports have transitioned to taking on a majority of team action step or tasks. In general, cases will be terminated when the client or family:
    1. Achieves the service goals or is otherwise ready to discontinue service.
    2. No longer wants the CONTRACTOR's services.
    3. No longer meets eligibility requirements.
    4. Refuses to meet program standards or requirements.
    5. Has needs that exceed organizational resources.
    6. The court terminates jurisdiction.

B. Ensure referring COUNTY worker, the child and the family are educated about and encouraged to complete and return standardized satisfaction surveys. Provide the COUNTY with a copy of the satisfaction surveys within 30 calendar days of a case closing (with all identifying information redacted).
C. Develop an aftercare plan with the client and or his or her parent or legal guardian sufficiently in advance of termination to ensure that an orderly termination process takes place.
D. Follow up on the aftercare plan, as appropriate, when possible, and with the permission of the client at least three months after case closure.
E. Complete a discharge CANS assessment and treatment summary.
F. Provide the COUNTY with a copy of its discharge/closing summary, including the aftercare plan, within 30 calendar days of a case closing.
G. Notify collateral organizations upon termination of services.

IV. Performance Measures

CONTRACTOR Shall:

A. Ensure 95% of referrals are to meet the standard of 5 business day threshold for the first offered face to-face meeting. Documentation will be the maintenance of logs showing the date of referral, the date of initial client contact, and the date of the first meeting.
B. Ensure attempts are made for 100% of all cases to be reviewed or discussed with the County Referring Worker on a monthly basis.
C. Work collaboratively with the County to increase the return rate of satisfaction surveys to at least 75% by further engaging children, youth, families, stakeholders, and staff in the process of performance evaluation.
D. At termination, ensure 75% of youths decrease or maintain their level of care.
E. Demonstrate adherence to the Wraparound model, as defined by the National Wraparound Institute and measured by the Wraparound Fidelity Index.
F. Support 75% of families in gaining an additional three natural supports or community connections that are actively engaged in their lives.

V. Reporting Requirements

CONTRACTOR Shall:

A. Provide the COUNTY with an Annual Program Evaluation Report by September 1 of each year including the following data:

1. Count and percentage of active and discharged beneficiaries for the year by referring agency and status at referral (at-risk or step-down).
2. Number and percentage of placed beneficiaries who stepped down from group home care.
3. Number and percentage of at-risk beneficiaries who were maintained in their home setting.
4. Placement settings for active and discharged beneficiaries.
5. Demographic analysis for all beneficiaries served.
6. Length of time for beneficiaries to access services from the date of referral.
7. Summary statistics on placement changes, including whether placements resulted in a lower or higher level of care, from enrollment to discharge for all discharged beneficiaries.
8. Average numbers of new family contacts and natural supports per client discovered through Family Finding efforts and actively engaged with client.
9. Summary of all services provided, including frequency and quantity (number of services and number of minutes of service).
10. Family engagement as measured by average numbers of face-to-face contacts with beneficiaries and caregivers, and the numbers of family team meetings per client per month enrolled.
11. Summary of aggregate use of flex dollars, including amount spent, types of funding use, and for how many beneficiaries.
12. Wraparound Fidelity Index summary data to measure wraparound model fidelity and client satisfaction.
13. Summary of care plan goals achieved at discharge.
14. Summary of changes in number of CANS actionable items, from initial assessment to discharge assessment, across multiple domains.
15. Summary of educational data on school achievement, attendance, and behavior, based upon educational items in the CANS assessment, as well as available school records previous to and during wraparound enrollment.

B. In addition, the annual report will include the presentation and analysis of:

1. Client progress in multiple life domains as measured by the CANS tool.
2. Program adherence to the principles, phases, and activities of the Wraparound process, as measured by the National Wraparound Initiative's Wraparound Fidelity Index.

3. Levels of client satisfaction as measured by the Client Satisfaction Survey.

C. During the quarterly program meetings, provide basic statistics on the referrals including number of referrals received, pending terminations, outcomes of surveys, and aftercare services or outcomes (if any).

VI. Staffing and Training Requirements

CONTRACTOR shall adhere to staffing and training requirements as described below and shall obtain prior approval from The Director of Behavioral Health or designee, for any exceptions.

CONTRACTOR shall adhere to the following minimum staffing requirements:

0.11 FTE Regional Executive Director
0.52 FTE Program Director
1.10 FTE Clinical/Program Supervisor
0.05 FTE Wraparound Fidelity Coach
0.10 FTE Licensed Clinician (QI Assessments)
3.00 FTE Facilitator
3.00 FTE Support Counselor
1.00 FTE Family/Peer Partner
0.50 FTE Permanency Specialist
1.00 FTE Therapist - Bilingual
0.10 FTE Senior Administrative Assistant
0.50 FTE Program Assistant
0.50 FTE Health Information Specialist
0.10 FTE Quality Assurance Manager
0.05 FTE Program Analyst
----- FTE Facilities/Maintenance
----- FTE Administrator On Call (Rapid Response)
----- FTE Supplemental Overtime (Crisis Response)

Direct Care Staffing

CONTRACTOR's Wraparound services will be provided by the following direct care staff:

Care Coordinator/Facilitators: Staff with at least a bachelor's-level education who provides case management services, organizes action steps, and facilitates CFTMs to drive individualized service plan development. Facilitators may also support youth and parents with coaching and behavior management services.

Support Counselor: Staff who offer individualized in-person coaching and behavior management support.

Family/Peer Partner: Staff with lived experience receiving public system services and/or as a caregiver of a system-involved youth who provides coaching and guidance to parents.

Therapist: Master's-level, licensed or license-eligible clinician who provides trauma-informed and culturally responsive individual and family therapy.

Permanency Specialist: Staff who provide intensive FFE services. The program also receives support from the following staff: Regional Executive Director, Program Director, Assistant Director, Clinical Director, Clinical Supervisors, Program Supervisors, Program Assistant, and Health Information Specialists, as well as contracted Child and Adolescent Psychiatrist and Psychiatric Nurse Practitioner.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to:

A. Conduct, participate in, and sustain the performance levels called for in the contract
B. Conduct the quality management activities called for by the contract

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements as well as audit protocol guidelines provided by the state on an ongoing basis.

VII. Oversight and Legal Requirements

A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review processes. Copies of such documentation must be made available, upon COUNTY request.
B. Participate in COUNTY utilization review and quality improvement activities.
C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.
D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR

shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.

E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.

Audit Requirements

A. CONTRACTOR records shall clearly document eligibility for treatment and CONTRACTOR records may be audited at any time by COUNTY or State/Federal government entities.

B. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as reports on quarterly incidents, accidents, and client complaints/grievances as requested by COUNTY.

C. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this audit notification and summary to COUNTY in a timely manner as requested by COUNTY.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement and ongoing service delivery.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's

place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with 30 days or more prior written notice of such site visits. This notice shall include:

A. Specific monitoring tool(s) that will be utilized.
B. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and
C. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

VIII. Requirement Resources

All County Information Notice (ACIN) I-28-99
State Senate Bill 163 (chapter 795)
National Wraparound Initiative's Wraparound Fidelity Index
Katie A. Settlement Agreement Implementation

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING

October 1, 2023 through June 30, 2024

Compensation

COUNTY shall provide CONTRACTOR up to an annual contract maximum amount of **$1,785,693.00 for services incurred in Fiscal Year 2023-2024.**

Start and ramp-up Expenses Phase (First Three Months – Fiscal Year 2023-2024 Only)

Both CONTRACTOR and COUNTY acknowledge that CONTRACTOR will be developing the Program during the start and ramp-up period (i.e., first three months of this agreement) and will be recruiting, hiring, training, and credentialing staff, as well as performing other administrative tasks associated with launch of the Program. The start-up period will begin upon the effective date of this agreement.

During the start and ramp-up period, COUNTY shall provide CONTRACTOR up to a maximum of **$397,052.00.**

COUNTY shall reimburse CONTRACTOR for all operational, facility, and personnel expenses during the start and ramp up period (up to the maximum allowable) in Fiscal Year 2023-2024, based on actual costs per budget line-item. Such reimbursement shall be allowed only during the initial start-up period and shall constitute a one-time reimbursement for these expenses. No such guarantee of cost reimbursement is allowable in subsequent fiscal years.

CONTRACTOR shall submit an invoice to COUNTY for any start and ramp-up period expenses based on actual costs incurred detailed by account line. Payments shall be made after the receipt and verification of actual expenditures incurred by CONTRACTOR and shall be submitted to COUNTY on a monthly basis.

FOLLOWING THE START AND RAMP-UP PHASE, COUNTY SHALL COMPENSATE CONTRACTOR AS FOLLOWS:

Payment Rates (Operating Expenses and Non-Billable Services)

COUNTY shall provide CONTRACTOR up to a maximum of **$449,765.00** for program staff who provide non-billable High Fidelity Wraparound services, as well as facility, and operating costs approved by the Director of Behavioral Health.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged. Such changes shall not be effective unless and until notice of consent by the Health and Human Services Agency has been given to CONTRACTOR in writing.

Salaries & Benefits	$312,084.82
Operating Costs	$96,791.93
Subtotal	$408,876.75
10% Indirect	40,887.68
TOTAL	$449,764.43

CONTRACTOR shall submit an invoice to COUNTY for operational expenses based on actual costs incurred detailed by account line. CONTRACTOR shall include in this invoice detailed staff FTE allocation splits (if applicable) to billable and non-billable services (i.e. 1.0 Program Supervisor- 0.50 FTE billable services/ 0.50 FTE Administrative, non-billable services) to COUNTY based on actual costs incurred detailed by account line. Indirect cost will be limited to 10% of actual salary, benefits, and operating costs.

Payments for these approved facility, operating costs, and allocated program staff not providing billable services shall be made after the receipt and verification of actual expenditures incurred by CONTRACTOR evidenced by the general ledger or payroll detail and shall be submitted to COUNTY on a monthly basis.

Payment Rates (Medi-Cal Billable Services)

COUNTY shall provide CONTRACTOR up to a maximum of **$938,876.00** for direct client care for billable Medi-CAL services.

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented at current Napa County HHSA Medi-Cal base rates plus incentives, as defined in Exhibit E to the Agreement and posted on the Napa County HHSA website. Exhibit E shall control in the event of a conflict between Exhibit E and the information posted on the Napa County HHSA website.

1. A billing unit is defined as one minute of service. Only authorized service activities provided by eligible staff, while providing Medi-Cal eligible services to Napa County Medi-Cal eligible beneficiaries, shall qualify for payment. The following requirements apply for claiming of services:
    a. Accurate and precise number of minutes shall be reported and billed properly, by a qualified staff member.
    b. A maximum of 60 units of time may be reported or claimed for any single client during a one-hour period.
    c. Units of time reported or claimed shall not exceed hours worked by eligible staff.
    d. When a single staff member provides eligible service to, or on behalf of, more than one beneficiary at the same time, the staff member's time must be prorated to each beneficiary.

e. When more than one staff member provides an eligible service to more than one beneficiary at the same time, the time utilized by all those providing the service shall be added together to yield the total claimable services. The total time claimed shall not exceed the actual time utilized for claimable services.
f. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must include clear indication of the clinical necessity for the chosen treatment approach.
g. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must clearly delineate the total minutes of the direct service and the combined number of beneficiaries served.

2. Total contract payments for the term shall not exceed the contract maximum, which is based on an estimate of services that may be performed during the contract period and shall not be considered a guaranteed sum.

Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall use COUNTY's Electronic Health Record System for documentation of services. CONTRACTOR shall ensure the following:
Correct billing of Medi-Cal services to COUNTY for Short-Doyle/Medi-Cal (SD/MC);
Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
Seamless integration with and use of electronic medical record, the electronic billing system.

Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY. CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by COUNTY that are attributable to CONTRACTOR's performance under this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.

To the extent CONTRACTOR is required to make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

COUNTY shall withhold any payments for services for which documentation of Medical Necessity by CONTRACTOR is not sufficient to claim the Federal Financial share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall reimburse any specific services identified within an audit, review or by other means based upon the COUNTY's published charge for High Fidelity Wrap Services.

Clients with Medi-CAL and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all other health coverage options prior to submitting claims to Napa County for Medi-Cal reimbursement.

The Other Health Care (OHC) insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal. Claims where OHC exists must be submitted to Napa County within 30 days from receipt of the Explanation of Benefits (EOB), but no later than 5 months from the date of service. When submitting claims to Napa County for individuals with OHC, a copy of the OHC EOB or denial must be attached to the monthly itemized invoice.

In order to submit claims to Napa County within 5 months from the date of service, it is in the best interest of the client and the provider to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC insurer primary insurance within 90-days from the date of claim submission, the provider may presume denial from the OHC and submit their monthly itemized invoice to Napa County. When submitting claims with a presumed denial from the OHC, attach a letter stating that no response was received from the OHC, include in the letter the name of the OHC and the date the claim was submitted.

The Mental Health Program (MHP) makes every attempt to identify eligibility and notify providers if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is

also imperative that you inquire with the client/guardian as to possible OHC and notify the MHP if OHC eligibility is discovered.

The MHP is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the MHP will assist providers in finding contact information for OHC insurers, but the MHP is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

Required Submissions

1. Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template which correlates to standardized classification fields.

2. Invoices. CONTRACTOR shall submit valid and accurate ***Monthly*** itemized invoices to COUNTY's Behavioral Health Fiscal Analyst by the ***15th of each month*** for all authorized contract services provided in the preceding ***month***.
   The invoice shall itemize all of the following for each billed service:
   i. Client name(s)
   ii. Program name
   iii. Description of service
   iv. Approved staff member who provided service
   v. Identifiable Activity Code
      a. Must correlate to approved staff member's scope of service, by credential
   vi. Date of service
   vii. Length of service
   viii. Rate of service
   ix. Total amount billed for each service
      a. Invoice shall only include billing for the eligible contract services performed in the manner described herein.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices that are valid, accurate, and approved. If COUNTY staff requires any invoice follow-up, clarification, adjustment, or resubmission from CONTRACTOR, the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

3. Annual Cost Report. CONTRACTOR may be required to submit an annual cost report. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by

August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING

July 1, 2024 through June 30, 2025
(and each subsequent automatic annual renewal)

Compensation

COUNTY shall provide CONTRACTOR up to an annual contract maximum amount of **$2,777,280.00 for services incurred in Fiscal Year 2024-2025 and each subsequent annual automatic renewal.**

Payment Rates (Operating Expenses and Non-Billable Services)

COUNTY shall provide CONTRACTOR up to a maximum of **$899,529.00** for program staff who provide non-billable High Fidelity Wraparound services, as well as facility, and operating costs approved by the Director of Behavioral Health.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged. Such changes shall not be effective unless and until notice of consent by the Health and Human Services Agency has been given to CONTRACTOR in writing.

Salaries & Benefits	$624,169.65
Operating Costs	$193,583.86
Subtotal	$817,753.51
Plus 10% Indirect Rate	$81,775.35
TOTAL	**$899,528.86**

CONTRACTOR shall submit an invoice to COUNTY for operational expenses based on actual costs incurred detailed by account line. CONTRACTOR shall include in this invoice detailed staff FTE allocation splits (if applicable) to billable and non-billable services (i.e. 1.0 Program Supervisor- 0.50 FTE billable services/ 0.50 FTE Administrative, non-billable services) to COUNTY based on actual costs incurred detailed by account line. Indirect cost will be limited to 10% of actual salary, benefits, and operating costs.

Payments for these approved facility, operating costs, and allocated program staff not providing billable services shall be made after the receipt and verification of actual expenditures incurred by CONTRACTOR evidenced by the general ledger or payroll detail and shall be submitted to COUNTY on a monthly basis.

Payment Rates (Medi-Cal Billable Services)

COUNTY shall provide CONTRACTOR up to a maximum of **$1,877,751.00** for direct client care for billable Medi-CAL services.

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented at current Napa County HHSA Medi-Cal base rates plus incentives, as defined in Exhibit E to the Agreement and posted on the Napa County HHSA website. Exhibit E shall control in the event of a conflict between Exhibit E and the information posted on the Napa County HHSA website.

3. A billing unit is defined as one minute of service. Only authorized service activities provided by eligible staff, while providing Medi-Cal eligible services to Napa County Medi-Cal eligible beneficiaries, shall qualify for payment. The following requirements apply for claiming of services:
    a. Accurate and precise number of minutes shall be reported and billed properly, by a qualified staff member.
    b. A maximum of 60 units of time may be reported or claimed for any single client during a one-hour period.
    c. Units of time reported or claimed shall not exceed hours worked by eligible staff.
    d. When a single staff member provides eligible service to, or on behalf of, more than one beneficiary at the same time, the staff member's time must be prorated to each beneficiary.
    e. When more than one staff member provides an eligible service to more than one beneficiary at the same time, the time utilized by all those providing the service shall be added together to yield the total claimable services. The total time claimed shall not exceed the actual time utilized for claimable services.
    f. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must include clear indication of the clinical necessity for the chosen treatment approach.
    g. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must clearly delineate the total minutes of the direct service and the combined number of beneficiaries served.
4. Total contract payments for the term shall not exceed the contract maximum, which is based on an estimate of services that may be performed during the contract period and shall not be considered a guaranteed sum.

Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall use COUNTY's Electronic Health Record System for documentation of services. CONTRACTOR shall ensure the following:

Correct billing of Medi-Cal services to COUNTY for Short-Doyle/Medi-Cal (SD/MC);
Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
Seamless integration with and use of electronic medical record, the electronic billing system.

Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY. CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by COUNTY that are attributable to CONTRACTOR's performance under this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.

To the extent CONTRACTOR is required to make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

COUNTY shall withhold any payments for services for which documentation of Medical Necessity by CONTRACTOR is not sufficient to claim the Federal Financial share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall reimburse any specific services identified within an audit, review or by other means based upon the COUNTY's published charge for High Fidelity Wrap Services.

Clients with Medi-CAL and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all other health coverage options prior to submitting claims to Napa County for Medi-Cal reimbursement.

The Other Health Care (OHC) insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal. Claims where OHC exists must be submitted to Napa County within 30 days from receipt of the Explanation of Benefits (EOB), but no later than 5 months from the date of service. When submitting claims to Napa County for individuals with OHC, a copy of the OHC EOB or denial must be attached to the monthly itemized invoice.

In order to submit claims to Napa County within 5 months from the date of service, it is in the best interest of the client and the provider to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC insurer primary insurance within 90-days from the date of claim submission, the provider may presume denial from the OHC and submit their monthly itemized invoice to Napa County. When submitting claims with a presumed denial from the OHC, attach a letter stating that no response was received from the OHC, include in the letter the name of the OHC and the date the claim was submitted.

The Mental Health Program (MHP) makes every attempt to identify eligibility and notify providers if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that you inquire with the client/guardian as to possible OHC and notify the MHP if OHC eligibility is discovered.

The MHP is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the MHP will assist providers in finding contact information for OHC insurers, but the MHP is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

Required Submissions

4. Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template which correlates to standardized classification fields.

5. Invoices. CONTRACTOR shall submit valid and accurate ***Monthly*** itemized invoices to COUNTY's Behavioral Health Fiscal Analyst by the ***15th of each month*** for all authorized contract services provided in the preceding ***month***.
   The invoice shall itemize all of the following for each billed service:

x. Client name(s)
xi. Program name
xii. Description of service
xiii. Approved staff member who provided service
xiv. Identifiable Activity Code
    a. Must correlate to approved staff member's scope of service, by credential
xv. Date of service
xvi. Length of service
xvii. Rate of service
xviii. Total amount billed for each service
    a. Invoice shall only include billing for the eligible contract services performed in the manner described herein.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices that are valid, accurate, and approved. If COUNTY staff requires any invoice follow-up, clarification, adjustment, or resubmission from CONTRACTOR, the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

6. Annual Cost Report. CONTRACTOR may be required to submit an annual cost report. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by

COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the

termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

EXHIBIT D

Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate

This Agreement for mental health services is entered by and between Napa County a political subdivision of the State of California ("COUNTY"), and (CONTRACTOR) a California non-profit corporation licensed to provide mental health services.

RECITALS

WHEREAS, COUNTY is under contract with the State of California to provide or arrange for the provision of certain mandated services, including outpatient Specialty Mental Health Services (SMHS), for Medi-Cal beneficiaries served by the COUNTY; and

WHEREAS, COUNTY has determined that it will arrange for CONTRACTOR to provide mental health services to eligible beneficiaries; and

WHEREAS, CONTRACTOR has represented, through COUNTY's request for proposals or through another means acceptable to the COUNTY, that it is able and willing to provide such services;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

TERMS

Article 1. DEFINITIONS

1. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)
   "Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.
2. BENEFICIARY OR CLIENT
   "Beneficiary" or "client" mean the individual(s) receiving services.
3. DHCS
   "DHCS" means the California Department of Health Care Services.

4. DIRECTOR

"Director" means the Director of the County Behavioral Health Department, unless otherwise specified.

Article 2. GENERAL PROVISIONS

1. TERM

This Agreement shall govern the period determined COUNTY.

2. SCOPE OF WORK

CONTRACTOR shall provide the services set forth in Exhibit A, "SCOPE OF WORK."

3. COMPENSATION

A. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by COUNTY or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY, state, or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.

B. Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

C. The maximum financial obligation of the COUNTY under this Agreement shall not exceed the amount listed on Exhibit B of this Agreement per fiscal year, which is not a guaranteed sum but shall be paid only for services rendered and received.

4. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

A. CONTRACTOR shall provide services in conformance with all applicable state and federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:

1) California Code of Regulations, Title 9;
2) California Code of Regulations, Title 22;
3) California Welfare and Institutions Code, Division 5;

4) United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
5) United States Code of Federal Regulations, Title 45;
6) United States Code, Title 42 (The Public Health and Welfare), as applicable;
7) Balanced Budget Act of 1997;
8) Health Insurance Portability and Accountability Act (HIPAA); and
9) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of COUNTY's, state or federal contracts governing client services.

Article 3. SERVICES AND ACCESS PROVISIONS

1. CERTIFICATION OF ELIGIBILITY

   CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

   A. In collaboration with the COUNTY, CONTRACTOR will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as specified below.

   B. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

      I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in

the child welfare system, juvenile justice involvement, or experiencing homelessness.

II. The client has at least one of the following:
   a. A significant impairment
   b. A reasonable probability of significant deterioration in an important area of life functioning
   c. A reasonable probability of not progressing developmentally as appropriate.
   d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

   AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

f. A suspected mental health disorder that has not yet been diagnosed.

g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:

I. The client has one or both of the following:
   a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
   b. A reasonable probability of significant deterioration in an important area of life functioning.

II. The client's condition as described in paragraph (I) is due to either of the following:
   a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
   b. A suspected mental disorder that has not yet been diagnosed.

3. ADDITIONAL CLARIFICATIONS

A. Criteria

I. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

b. The service was not included in an individual treatment plan; or

c. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite

I. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

4. MEDICAL NECESSITY

A. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time-of-service provision.

B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

5. COORDINATION OF CARE

A. CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

B. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

C. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

D. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

E. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

6. CO-OCCURRING TREATMENT AND NO WRONG DOOR

A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

B. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

II. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION
   A. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
   B. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance. A Screening Tool and Demographic Form shall be submitted to COUNTY for a 30 day assessment service authorization.
   C. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
   D. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
   E. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.
2. DOCUMENTATION REQUIREMENTS
   A. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.
   B. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon

request. Services must be identified as provided in-person, by telephone, or by telehealth.

C. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

3. ASSESSMENT

A. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

B. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048. For clients aged 21+, the Adult Strengths and Needs Assessment are required at intake, every six months during treatment, and at discharge, as specified in COUNTY policy.

D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS is 30 days however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

4. ICD-10

A. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations and submit a diagnosis review form for service authorizations

B. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

5. PROBLEM LIST
   A. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
   B. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
   C. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
   D. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
   E. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

6. TREATMENT AND CARE PLANS
   A. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.
7. PROGRESS NOTES
   A. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

D. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

8. TRANSITION OF CARE TOOL

A. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

B. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.

C. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

9. TELEHEALTH

A. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency,

and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

D. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

E. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT

1. MAINTENANCE OF RECORDS

   A. CONTRACTOR shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

2. ACCESS TO RECORDS

   A. CONTACTOR shall provide COUNTY with access to all documentation of services provided under this Agreement for COUNTY's use in administering this Agreement. CONTRACTOR shall allow COUNTY, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state

agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the CONTRACTOR pertaining to such services at any time and as otherwise required under this Agreement.

3. FEDERAL, STATE AND COUNTY AUDITS
   A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), COUNTY will conduct monitoring and oversight activities to review CONTRACTOR's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.
4. INTERNAL AUDITING
   A. CONTRACTORS of sufficient size as determined by COUNTY shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.
   B. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTORS's internal audit process. CONTRACTOR's shall provide this notification and summary to COUNTY in a timely manner.
5. CONFIDENTIALITY IN AUDIT PROCESS
   A. CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. CONTRACTOR shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

B. CONTRACTOR's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

C. CONTRACTOR's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the COUNTY. All statistical data or information requested by the Director shall be provided by the CONTRACTOR in a complete and timely manner.

6. REASONS FOR RECOUPMENT

A. COUNTY will conduct periodic audits of CONTACTOR files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

B. Such audits may result in requirements for CONTRACTOR to reimburse COUNTY for services previously paid in the following circumstances:

I. Identification of Fraud, Waste or Abuse as defined in federal regulation

a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf

II. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.

III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

C. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or COUNTY or state or federal agency.

7. COOPERATION WITH AUDITS

A. CONTRACTOR shall cooperate with COUNTY in any review and/or audit initiated by COUNTY, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

B. In addition, CONTRACTOR shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.

C. CONTRACTOR shall notify the COUNTY of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. COUNTY shall reserve the right to attend any or all parts of external review processes.

D. CONTRACTOR shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

Article 6. CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR must be immediately forwarded to the COUNTY Behavioral Health Quality Coordinator or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

B. CONTRACTOR shall not discourage the filing of grievances and clients do not need to use the term “grievance” for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

C. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by CONTRACTOR within the specified timeframes using the template provided by the COUNTY.

D. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the

reason(s) for the decision as established by DHCS and the COUNTY. The CONTRACTOR must inform the COUNTY immediately after issuing a NOABD.

E. Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

F. CONTRACTOR must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

G. CONTACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the COUNTY and available upon request to DHCS.

2. Advanced Directives

CONTACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

3. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Article 7. PROGRAM INTEGRITY

1. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

A. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary

actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

B. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

C. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

D. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

   I. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
   II. A history of loss of license or felony convictions;
   III. A history of loss or limitation of privileges or disciplinary activity;
   IV. A lack of present illegal drug use; and
   V. The application's accuracy and completeness

E. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

F. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

G. CONTACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTYS's uniform process for credentialing and recredentialing. If any of the

requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

3. SCREENING AND ENROLLMENT REQUIREMENTS
   A. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
   B. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
   C. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).
4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS
   A. CONTRACTOR shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
      I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the CONTRACTOR, and all applicable federal and state requirements.
      II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

V. Effective lines of communication between the Compliance Officer and the organization's employees.

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

VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.

VIII. The requirement for prompt reporting and repayment of any overpayments identified.

B. CONTRACTOR must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. CONTRACTOR must report fraud and abuse information to the COUNTY including but not limited to:

I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).

IV. Information about a change in the CONTRACTOR's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

C. CONTRACTOR shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

D. CONTRACTOR shall make prompt referral of any potential fraud, waste or abuse to COUNTY or potential fraud directly to the State Medicaid Fraud Control Unit.

E. COUNTY may suspend payments to CONTRACTOR if DHCS or COUNTY determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).

F. CONTRACTOR shall report to COUNTY all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. CONTRACTOR shall return any overpayments to the COUNTY within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES

A. CONTRACTOR shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by COUNTY, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)

B. Upon the execution of this Contract, CONTRACTOR shall furnish COUNTY a Provider Disclosure Statement, which, upon receipt by COUNTY, shall be kept on file with COUNTY and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)

C. CONTRACTOR must disclose the following information as requested in the Provider Disclosure Statement:

I. Disclosure of 5% or More Ownership Interest:

a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business

location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

II. Disclosures Related to Business Transactions:

a. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

b. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

b. COUNTY shall terminate the enrollment of CONTRACTOR if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the

person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. CONTRACTOR must provide disclosure upon execution of CONTRACTOR, extension for renewal, and within 35 days after any change in CONTRACTOR ownership or upon request of COUNTY. COUNTY may refuse to enter into an agreement or terminate an existing agreement with CONTRACTOR if CONTRACTOR fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if CONTRACTOR did not fully and accurately make the disclosure as required.

E. CONTRACTOR must provide the COUNTY with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. CONTRACTOR must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

Article 8. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

   A. CONTRACTOR shall comply with the COUNTYS's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the COUNTY to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

   B. CONTRACTOR shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the COUNTY in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the COUNTY, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and

client grievances. CONTRACTOR shall measure, monitor, and annually report to the COUNTY its performance.

C. CONTRACTOR shall implement mechanisms to assess client/family satisfaction based on COUNTY's guidance. The CONTRACTOR shall assess client/family satisfaction by:
   I. Surveying client/family satisfaction with the CONTRACTOR's services at least annually.
   II. Evaluating client grievances, appeals and State Hearings at least annually.
   III. Evaluating requests to change persons providing services at least annually.
   IV. Informing the COUNTY and clients of the results of client/family satisfaction activities.
D. CONTRACTOR, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
E. CONTRACTOR shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. 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 and shared with the County.
F. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.
G. CONTRACTOR shall collaborate with COUNTY to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
H. CONTRACTOR shall attend and participate in the CCOUNTY's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. CONTRACTOR shall ensure that there is active participation by the CONTRACTOR's practitioners and providers in the QIC.

I. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.

J. CONTRACTOR shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this agreement, 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)

2. NETWORK ADEQUACY

A. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

B. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

C. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

3. TIMELY ACCESS

A. CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting COUNTY and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The COUNTY shall monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

B. Timely access standards include:

I. CONTRACTOR must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the CONTRACTOR's provider only serves Medi-Cal clients, the provider must provide hours of

operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another COUNTY.

II. Appointments data, including wait times for requested services, must be recorded and tracked by CONTRACTOR, and submitted to the COUNTY on a monthly basis in a format specified by the COUNTY. Appointments' data should be submitted to the COUNTY's Quality Management Department or other designated persons.

III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.

IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.

VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

A. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

II. They consider the needs of the clients;

III. They are adopted in consultation with contracting health care professionals; and

IV. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

B. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

A. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

6. REPORTING UNUSUAL OCCURRENCES

A. CONTRACTOR shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

B. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

I. Complete written description of event including outcome;

II. Written report of CONTRACTOR's investigation and conclusions;

III. List of persons directly involved and/or with direct knowledge of the event.

C. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

Article 9. FINANCIAL TERMS

1. CLAIMING
   A. CONTRACTOR shall submit claims to according to COUNTY's billing and transactional specifications within the timeframes established by COUNTY.
   B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
   C. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.
2. INVOICING
   A. CONTRACTOR shall invoice COUNTY for services monthly, in arrears, in the format directed by COUNTY. Invoices shall be based on claims for the prior month.
   B. Monthly payments for claimed services shall be based on the units of time assigned to each service invoiced set forth in the Provider Rate Table, Exhibit B, of this Agreement.
   C. COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.
4. ADDITIONAL FINANCIAL REQUIREMENTS
   A. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

C. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the COUNTY failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

A. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

B. CONTRACTOR may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

6. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

A. If COUNTY determines that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. CONTRACTOR shall observe and comply with all applicable financial audit report requirements and standards.

B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the COUNTY. COUNTY programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Article 10. ADDITIONAL FINAL RULE PROVISIONS

1. NON-DISCRIMINATION
   A. CONTRACTOR shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
   B. CONTRACTOR shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.
2. PHYSICAL ACCESSIBILITY

   In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, CONTRACTOR must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
3. APPLICABLE FEES
   A. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the Behavioral Health Director at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.

B. CONTRACTOR will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Behavioral Health Director.

C. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client 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(c).

D. The CONTRACTOR must not bill clients, for covered services, any amount greater than would be owed if the COUNTY provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

4. CULTURAL COMPETENCE

All services, policies and procedures must be culturally and linguistically appropriate. CONTRACTOR must participate in the implementation of the most recent Cultural Competency Plan for the COUNTY and shall adhere to all cultural competency standards and requirements. CONTRACTOR shall participate in the COUNTY's efforts to promote the delivery of services in a culturally competent and equitable manner to all clients, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

5. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

I. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

II. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-

Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

III. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

IV. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

a. The format is readily accessible;

b. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

c. The information is provided in an electronic form which can be electronically retained and printed;

d. The information is consistent with the content and language requirements of this agreement;

e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

B. Language and Format

I. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

II. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

III. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the COUNTY. (42 C.F.R. § 438.10(d)(3))

a. CONTRACTOR shall notify clients, prospective clients, 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)(5)(i), (iii); Welfare

& Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

IV. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

V. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOT. Beneficiary informing materials include but are not limited to:

a. Guide to Medi-Cal Mental Health Services
b. County Beneficiary Handbook (BHIN 22-060)
c. Provider Directory
d. Advance Health Care Directive Form (required for adult clients only)
e. Notice of Language Assistance Services available upon request at no cost to the client
f. Language Taglines
g. Grievance/Appeal Process and Form
h. Notice of Privacy Practices
i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

II. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

III. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

IV. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

VI. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

b. Mails a printed copy of the information upon the client's request to the client's mailing address;

c. Provides the information by email after obtaining the client's agreement to receive the information by email;

d. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

I. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

II. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically

available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

III. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.

IV. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

Article 11. DATA, PRIVACY AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY AND SECURE COMMUNICATIONS
   A. CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
   B. CONTRACTOR will comply with all COUNTY policies and procedures related to confidentiality, privacy, and secure communications.
   C. CONTRACTOR shall not use or disclose PHI or PII other than as permitted or required by law.
2. ELECTRONIC PRIVACY AND SECURITY
   A. CONTRACTOR shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. CONTRACTOR's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
   B. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating,

changing, and safeguarding passwords. CONTRACTOR shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.

C. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. CONTRACTOR's that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

D. CONTRACTOR entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.

3. BUSINESS ASSOCIATE AGREEMENT (BAA)

A. CONTRACTOR may perform or assist COUNTY in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the CONTRACTOR shall be a Business Associate of the COUNTY and shall comply with the applicable provisions set forth in the HIPAA BAA, which must be signed and attached as an exhibit to this agreement.

B. CONTRACTOR shall follow all requirements listed within the BAA and shall comply with all applicable COUNTY policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. CONTRACTOR agrees to hold the COUNTY harmless for any breaches or violations.

Article 12. CLIENT RIGHTS

CONTRACTOR shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

Article 13. RIGHT TO MONITOR

1. COUNTY or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right

to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by the CONTRACTOR in any auditing or monitoring conducted, according to this agreement.

2. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).
3. The COUNTY, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
4. CONTRACTOR shall cooperate with COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by COUNTY. Should COUNTY identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, COUNTY may audit, monitor, and/or request information from CONTRACTOR to ensure compliance with laws, regulations, and requirements, as applicable.
5. COUNTY reserves the right to place CONTRACTOR on probationary status, as referenced in the Probationary Status Article, should CONTRACTOR fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required,

failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, CONTRACTOR may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

6. CONTRACTOR shall retain all records and documents originated or prepared pursuant to CONTRACTOR's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to CONTRACTOT's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
7. CONTRACTOR shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.

9. CONTRACTOR shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by COUNTY staff.
10. CONTRACTOR shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. CONTRACTOR shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. In the event the Agreement is terminated, ends its designated term or CONTRACTOR ceases operation of its business, CONTRACTOR shall deliver or make available to COUNTY all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
13. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of CONTRACTOR.
14. COUNTY has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the COUNTY or DHCS determines CONTRACTOR has not performed satisfactorily.

Article 14. SITE INSPECTION

1. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized COUNTY, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in

the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

EXHIBIT E
MEDI-CAL BASE RATES AND INCENTIVES

BASE OUTPATIENT RATES, PER BILLABLE MINUTE:

Psychiatrist/ Contracted Psychiatrist	**$5.33**
Nurse Practitioner	**$5.00**
Licensed Psychiatric Technician, Licensed Vocational Nurse, Registered Nurse, Pharmacist	**$4.83**
Psychologist/Pre-licensed Psychologist	**$4.83**
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	**$4.50**
Occupational Therapist	**$3.83**
Mental Health Rehab Specialist	**$3.67**
Alcohol and Drug Counselor (Registered and Certified)	**$3.67**
Other Qualified Providers - Other Designated MH Staff that Bill Medi-Cal (inc. Peer Professional)	**$3.33**

CalAIM System Transformation and Transition Incentive Schedule

To fulfill COUNTY's commitment to expanding access to services in the community, COUNTY is providing payment escalators according to minimum thresholds for serving clients outside of currently identified or contract specific assigned locations. Providers whose contract identifies locations, such as schools, satellite offices, or whose contract already requires on-location services do not quality for this incentive when providing services at these predetermined locations. Payment percentage will be on a per contract basis and will be calculated as an increase of revenue from only Medi-Cal billable services and will result in quarterly payments equal to the corresponding percentage for that period. Travel entry during service or other requested documentation of location of place-based service will be required to justify any claimed incentive.

ON-LOCATION	**INCREASE**
5% of billable services provided	**2%**
10% of billable services provided	**4%**
15% of billable services provided	**6%**
20% of billable services provided	**8%**
25% of billable services provided	**10%**
30% of billable services provided	**12%**

35% of billable services provided	**14%**
40% of billable services provided	**16%**
45% of billable services provided	**18%**
50% of billable services provided	**20%**

A focus on in-person services (particularly at-risk, high-utilizers, and children) is essential and thus COUNTY is providing payment escalators according to minimum thresholds for serving clients in-person face-to-face. Payment percentages will be on a per contract basis and will be calculated as an increase of revenue from only Medi-Cal billable services and will result in quarterly payments equal to the corresponding percentage for that period. Entry for appointment type during service will be required to justify any claimed incentive.

IN-PERSON	**INCREASE**
40% of billable services provided	**2%**
50% of billable services provided	**4%**
60% of billable services provided	**6%**
70% of billable services provided	**8%**
80% of billable services provided	**10%**