

AGREEMENT
(BOS Agreement No. ___ - ___)

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between the County of Yolo, a political subdivision of the State of California (“County”) and Psynergy Programs, Inc., a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties”, as stated below.

WHEREAS, the County desires to obtain acute and/or sub-acute psychiatric inpatient services or Specialty Mental Health Services to eligible Yolo County Beneficiaries; and

WHEREAS, County has entered into agreements with the State of California, Department of Health Care Services, to provide mental health services to County of Yolo residents, (i.e., State Performance Agreement and State Managed Care Mental Health Plan (MHP) Agreement, hereinafter collectively referred to as the “State Agreements”); these agreements are incorporated herein by this reference and are available to Contractor at website www.yolocounty.org/HHSAContracts; and

WHEREAS, the State Contracts require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors (including, but not limited to, Contractor) comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, the County and the Contractor agree as follows:

I. TERM

A. The term of this Agreement shall be from **July 1, 2022 through June 30, 2025** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

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B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit D of this Agreement.

II. SERVICES

A. Contractor shall furnish and perform the specialty mental health services [as defined in the California Code of Regulations Title 9, Chapter 11 (“C.C.R.”)] set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Director.

B. Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place, including those found in the State Agreements.

C. Contractor shall also comply with all applicable provisions of the HHS Mental Health Clinical Documentation Standards Manual 2019 and the HHS Mental Health Clinical Documentation Companion Guide 2019 (collectively hereinafter referred to as the “Clinical Documentation Guide”), the HHS Behavioral Health Compliance Plan; and any and all applicable County policies and procedures. The Contractor has accessed and reviewed all of these documents, which are available to the Contractor at website <http://www.yolocounty.org/health-human-services>, and are incorporated herein by this reference. Contractor may also send an email to Health and Human Services Agency (HHS)-Behavioral Health Quality Management at HHSQualityManagement@yolocounty.org to obtain copies of any of these documents.

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit C. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025** shall be no greater than **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** specified as follows:

Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$500,000	\$500,000	\$500,000	\$1,500,000

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Section I(A), above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSContracts@yolocounty.org for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify the

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Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$500,000	Less than or equal to \$2,000,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$500,000	Less than or equal to \$2,500,000

In no event shall the term of the Agreement extend beyond **June 30, 2027** nor shall the total contract maximum exceed the amount of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

C. Administrative/Indirect Costs shall not exceed 15% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

D. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

IV. OPTION YEAR AND AMENDMENT AUTHORITY

A. Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.

B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Medi-Cal Requirements
- Exhibit C – Terms of Payment
- Exhibit D – Terms and Conditions
- Exhibit E – Contract Budget

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Exhibit F – HIPAA Compliance
Exhibit G – Performance Measures
Exhibit H – Provider Disclosure Statement

The County and Contractor shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.


Signatures on following page

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Arturo Uribe, CEO
Psynergy Programs, Inc.
Date: 5/12/2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors
Date: _____

Nolan Sullivan, Interim Director
Health and Human Services Agency
Date: 5/13/2022

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

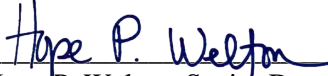
By 
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

PSYNERGY RESIDENTIAL PROGRAMS	PSYNERGY PROGRAMS OUTPATIENT MENTAL HEALTH CLINICAL SERVICES
<p>Psynergy – Nueva Vista Adult Residential Facility (72 beds) 18225 Hale Avenue Morgan Hill, CA 95037</p> <p>Legal entity number: 01341 Provider number: 57A5 Residential Patch Only 60/40</p>	<p>Psynergy – Greenfield 215 Huerta Avenue Greenfield, CA 93927</p> <p>Legal entity number: 01341 Provider number: 57CH Outpatient Services-see range</p>
<p>Psynergy – Nueva Vista Sacramento (60 beds) 4604 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57CS Residential Patch Only 60/40</p>	<p>Psynergy – Sacramento (Clinic A) 4612 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57CL Outpatient Services –see range</p>
<p>Psynergy – Cielo Vista Adult Residential Facility (40 beds) 806 Elm Avenue Greenfield, CA 93927</p> <p>Legal entity number: 01341 Provider number: 57CP Residential Patch Only 60/40</p>	<p>Psynergy – Sacramento (Clinic B) 4616 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57C1</p>
<p>Vista de Robles Adult Residential Facility (80 beds) 9847 Folsom Blvd. Sacramento CA 95827</p> <p>Legal entity Number: 01341 Provider Number: 57C9 Residential Patch Only 60/40</p>	<p>Psynergy – Morgan Hill 18217 Hale Avenue Morgan Hill, CA 95037</p> <p>Legal entity number: 01341 Provider number: 57A7 Outpatient Services –see range</p>
<p>Tre’s Vista Apartments (6 beds) 18217 Hale Avenue Apts # 200, 210, 220 and 230 Morgan Hill, CA 95037</p> <p>Legal entity number: N/A Provider number: N/A Supportive Living-Patch Only 60/40</p>	<p>Psynergy-Folsom Clinic 9951 Horn Road, Suite B Sacramento, CA 95827</p> <p>Legal entity number: 01341 Provider number: 57DB Outpatient Services –see range</p>
Continued below	

EXHIBIT A – SCOPE OF SERVICES

Vista de Robles Crisis Residential Facility (10 beds) 9847 Folsom Blvd. Sacramento, CA 95827 Legal entity number: 01341 Provider number: 57C9 Supportive Living-Patch Only 60/40	
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II. PURPOSE

To provide stable housing and effective clinical services for adults with severe mental illness served by Yolo County.

III. TARGET POPULATION

Severely mentally ill adult clients aged 18 years and older.

IV. PROGRAM SERVICES

A. Program Intent and Goals:

The Contractor will provide services to individuals diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings. The goal is to assist individuals in IMD levels of care to step-down and transition back into the community with the support that has been demonstrated to be the most effective, using the Modified Therapeutic Community and Wellness and Recovery models.

B. General Program Description

The need to provide stable housing and effective clinical services for adults with severe mental illness remains a challenge for many county agencies. Contractor offers Adult Residential Facilities (ARF), Residential Care Facilities for the Elderly (RCFE) and outpatient mental health clinics in proximity. Contractor has demonstrated that providing reliable adult residential home care in combination with intensive outpatient mental health services can help individuals with mental illness avoid the unnecessary expense and emotional trauma often associated with incarceration and hospitalization. Contractor provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. The program utilizes tenets of the Wellness and Recovery, Integrated Dual Diagnosis Treatment and Modified Therapeutic Community (MTC) treatment models, (Phase One, Two and Four). CONTRACTOR’s programs are an alternative to locked settings such as a State Hospital, Psychiatric Hospital, an Institute for Mental Disease (IMD), a Psychiatric Health Facility (PHF) and Jail. The intent and goal of Contractor’s services is to improve each individual’s quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement in the community.

C. Residential Services to be provided by Contractor

Contractor provides Client Development Services to clientele residing in locked hospital settings. Prior to enrollment the Contractor’s Client Development Specialists work in partnership with clients, counties, hospitals and IMDs to help individuals become motivated

EXHIBIT A – SCOPE OF SERVICES

and prepared to move into our programs. Motivational interviewing techniques are utilized to engage clients and to foster a treatment alliance that can be further developed in the therapeutic community. This multifaceted process facilitates community re-integration.

1. **Residential Services – Upon admission:** Contractor provides Residential Services currently at six (6) sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all sites, Nueva Vista Morgan Hill, Nueva Vista Sacramento, Vista de Robles, Vista Esperanza, and Cielo Vista Greenfield. County initiate referrals to Contractor for clientele residing in state hospitals (Napa & Metro), Institutes for Mental Disease (IMD), Psychiatric Health Facilities (PHF), County Jails, or sub-acute crisis programs. Contractor also receives referrals from local community psychiatric hospitals, board and care homes or private parties in the community with the aim of providing stabilization from acute episodes of mental illness and helping individuals reintegrate into the community. Contractor provides an array of services that ensure client safety and that help individuals meet their basic needs in the least restrictive home-like setting possible. We foster community reintegration for many individuals that have previously resided in locked mental health facilities for extended periods of time.
2. **Room and Board:** Clients are provided with clean, comfortable, functional, and non-institutional living quarters, as well as attractive living areas, which contribute to the improvement of their mental and physical health and functioning.
3. **Basic Services:** The facility’s Administrators and staff are actively involved in developing opportunities for residents to learn and practice independent living skills and responsibilities. This includes group activities and classes, “Leisure” and “Recreational”, as well as opportunities to learn vocational skills. The primary goal is to assist residents to obtain skills needed to move to a less restrictive, more independent setting.

Specifically, our residential programs include the following:

- a. Orientation by staff and/or peer will be provided to each resident within three days of arrival.
- b. Attractive, clean, and comfortable lodging.
- c. Three (3) nutritious and well-balanced meals and three (3) snacks daily.
- d. Weekly, and as needed, cleaning of the resident's room and bathroom by onsite housekeeping staff. Daily cleaning is provided for all incontinent individuals.
- e. Recreational, leisure and social activities.
- f. Bed linens and towels.
- g. A conveniently located phone available for resident's incoming personal and outgoing local personal calls.
- h. Limited individual storage space consisting of a closet and small dresser in resident’s room for resident’s own private use.
- i. Help with planning and arranging for transportation to local functions, churches, and educational classes within a nearby radius.
- j. Observance of resident's general health.
- k. Updating of resident’s Needs and Services Plan as frequently to ensure the Plan's accuracy and to document significant occurrences that result in changes in the resident's physical, mental, emotional and/or social needs.

EXHIBIT A – SCOPE OF SERVICES

- l. Consultation as needed with resident's doctors about resident's general mental and physical health.
 - m. Assistance as needed with obtaining linkage to medical care.
 - n. Assistance as needed with taking prescribed medications in accordance with doctor's instructions unless prohibited by law or regulation.
 - o. At the request of a majority of residents, assistance to residents in establishing and maintaining a resident-oriented facility council.
 - p. Provides all personal hygiene needs from dental floss to shampoo. When recommended by our Dental Hygienist electric toothbrushes are provided at no cost.
 - q. Provides Over the Counter (OTC) medications to all residents, at no cost to the individual or County.
- 4. Care and Supervision:** Adequate and highly competent, caring, and compassionate staffing will be provided 24/7 to help prevent crisis situations or other disruptions in client's lives that could lead to acute hospitalization or loss of housing. Our goal is to keep clients on track toward mental and physical health improvement. Night supervisory staff shall be awake in compliance to Regulation 85065.6(d).
- 5. Daily Activities Program:** Our Daily Activities Program is designed to help clients improve their wellbeing and functioning. Program activities occur 7 days a week, featuring recreational and leisure activities. Program activities promote the development of personal interests and help residents to practice healthy lifestyles, social skills, positive coping strategies, accessing community resources and money management. The daily schedule of activities is developed and implemented by the facility's Program Manager. The facility Administrator, residential counselors, and clients will assist with some of the planned activities at times for all-facility engagement
- 6. Recreational and Leisure Activities:** Recreation is a vital aspect of maintaining a stable and healthy lifestyle. Families are invited and encouraged to join the residence at holiday events and residential celebrations. Recreational opportunities are offered daily. As our clients recover and benefit from our programs, we encourage them to access some of the community resources available to them in Morgan Hill, Greenfield, and Sacramento. We promote participation in daily outings in the community, including walks in the surrounding neighborhoods, bike rides, visits to local festivals, visits to the library and outings to local restaurants with the aim of enhancing self-esteem, building social skills, and instilling optimism about the future.
- 7. Holistic Health:** The philosophy of our program is that sound nutrition and other measures achieve good overall health help to facilitate recovery and stability. This program element provides weekly activities led by Contractor staff members and topic experts, including:
- a. Smoking Cessation.
 - b. Medication education.
 - c. Safe Sex and prevention of STD's, including decision making and negotiating to achieve protected sex.
 - d. Diabetes Awareness and management skills.
 - e. Healthy Habits, such as personal hygiene, use of sunscreen, good eating habits, weather-appropriate dressing.

EXHIBIT A – SCOPE OF SERVICES

For diabetic clients and other clients whose health can be enhanced by following special diets, they will be assisted in special meal procurement and preparation. In addition, snacks will be available to meet their dietary needs. The facility is prepared and capable of offering vegetarian and allergy sensitive options.

- 8. Physical Fitness Program:** Exercise contributes to the alleviation of stress, anxiety, and depression, reduces the risks associated with cardiovascular disease and metabolic abnormalities, creates weight loss and promotes a healthy lifestyle. Contractor staff members and residents provide daily exercise groups. Contractor provides residents with a local gym membership. Counselors help residents gain access to the gym and provide supervision and training to promote physical fitness.
- 9. Vocational Readiness:** A sense of purpose can contribute to stabilization and recovery. This program allows for clients to attain paid employment or meaningful volunteer work. A variety of vocational opportunities are provided to clients as part of the Daily Activities Program. The types of job opportunities offered include administrative work (i.e., constructing and making copies of fliers and distributing them), janitorial work, assisting in landscape maintenance and meal service. Residents are given a detailed description of the job and the skills it requires they apply and go through an interview to be awarded the job. They are given a stipend once they complete the job (in the form of gift cards so benefits are not jeopardized.) They are then shown the correlation between the task they performed and jobs in the real world. This helps them develop skills in an informal way and helps them develop a resume of marketable skills.
- 10. Peer and Family Support:** Peer counseling and Leadership allows individuals to take a proactive role within the facility as well as in the lives of each other. This aspect of the program develops a sense of empowerment and leadership skills within the individual. A resident council is established to allow the residents to give voice to their opinions and ideas of the program and their needs. A volunteer sign up is established for those willing to aid with leading groups, assist individuals to access community resources or to aid those clients with a lower functioning capability.

Contractor recognizes the importance of supportive family connections to our client's recovery. Our programs provide family support and education to help family members develop their own coping and communication skills for them to better support their client/family member. Education and support are provided through recreational activities, family support groups, and facilitating linkages with NAMI. Visiting hours for friends and family are 7 days a week.

- 11. Linkage to Community Resources:** Linkage to community resources is provided to help individuals who have just been discharged from locked settings integrate into the community. Linkage is also provided to those individuals that have progressed further in the recovery process and that are working toward more independence. Because the goal for everyone is to move into least restrictive living situation, it is important that the individual learn to access and utilize non-mental health services within the community. Referrals include schools, colleges, and other institutions for education; vocational programs, public transit, medical and dental services; cultural organizations, churches, and places of worship; financial institutions, and government agencies.

D. LEVELS OF TREATMENT COMPLEXITY

EXHIBIT A – SCOPE OF SERVICES

1. A supplemental services patch rate will be determined and based on an individual's level of treatment complexity. Rates will be compatible with these terms reflected in Exhibit B.
2. Contractor will work in collaboration with the County's case manager to determine Level I or Level II rate for each referred client. Contractor will utilize the Complex Care Level of Service Evaluation as an assessment tool prior to admission. County staff and Contractor staff will both provide input to determine the client's complexity level prior to admission to Contractor's Programs.
3. The client's complexity level will be assessed upon admission, discharge, and at the request of the case manager, using Contractor's Complex Care Level of Service Evaluation as an assessment tool. If there is a significant change in the level of functioning before discharge, Contractor and county case manager will establish a new benchmark assessment, using the Contractor's Complex Care Level of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly.
4. Examples of some Level I and Level II complex care coincide with the specialized needs, reporting, and treatment requirements of the following client populations:
 - a. Individuals who have severe psychiatric conditions that require additional temporary assistance in monitoring medical issues or that need continued support and education to manage chronic medical conditions such as diabetes and COPD.
 - b. Individuals with co-occurring disorders such as substance abuse, developmental delays or physical impairments that require linkage to specialized community resources or that may need various behavioral supports, including specialized health care, frequent one-to-one supervision and prompting to maintain a community placement.
 - c. Individuals requiring Restricted Health Care Plans, incontinent care (urinary and fecal), Diabetes and Insulin management, Colostomy care, Vitals, Oncology treatment and support, etc. significant medication management, crushed medication orders, medication adherence precautions, treatment supports, multiple medications, and supporting refusals with medication room staff interventions.
 - d. Individuals released from jail requiring additional supports and reporting. Mental Health Diversion, PC1001.36, Registered Sex Offenders, Court Ordered Treatment (AOT, Laura's Law), Arsonists, Electronic monitoring devices, and Probation.

E. Intensive Support Services (ISS) Program

1. ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.
2. Program intended for County clients who are discharged to Contractor from Psychiatric Health Facilities, Psychiatric Hospitals, State Hospitals, Crisis Stabilization Units, and Behavioral Health Units. Program may also be beneficial to County clients who are not thriving, relapsing or decompensating while admitted to Contractor residential programs

F. Older Adult Program – Residential Care Facility for Elderly (RCFE)

Vista Esperanza is an all-inclusive full service, whole person care, program providing services to adults 60+ years, or younger if determined as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are risk of losing their community placement due to an ongoing chronic co-existing physical impairment.

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Anticipated Outpatient Specialty Mental Health services will be eight to ten hours a month provided onsite from Psynergy Sacramento Clinic.

These older adults have had extensive histories of institutionalization or at high risk for a higher level of care, hospitalizations, unplanned emergency services and at high risk for skilled nursing care. Vista Esperanza provides 24-hour residential care, 24-hour nursing, full ADL support for stable yet medically fragile older adults as well as adults.

Clients will benefit from intensive case management preventing further deterioration of their condition and enhancing their capacity to remain in the least restrictive environment. The services are designed to maximize their participation in their recovery and enhance their quality of life while living in their community. If appropriate, Vista Esperanza will provide the setting for hospice care and end-of-life services in a dignified, safe, and supportive environment

G. Comprehensive Whole Health Management

1. Providing medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings.

- a. 24-hour nursing giving clients ability to move into an open community setting
- b. Onsite Geriatric Nurse Practitioner
- c. Services for medically fragile individuals
- d. Individual therapy
- e. Full ADL support
- f. Comprehensive psychiatric services
- g. Fulltime Occupational Therapist

2. Vista Esperanza will may accept or retain persons with the following allowable health conditions provided all requirements in Title 22, Article 8 are met. The facility will assess its ability to comply with each specific requirement prior to accepting or retaining a client:

- a. Individuals diagnosed with diabetes and requiring regular insulin-injections.
- b. Individuals with stage 1 or 2 dermal ulcers.
- c. Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers, and nebulizers.
- d. Individuals requiring Colostomy / ileostomy care.
- e. Individuals with fecal impaction requiring digital removal, enemas, or suppositories.
- f. Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
- g. Individuals with wounds that are unhealed, surgically closed and expected to heal.
- h. Individuals with bowel and bladder incontinence
- i. Limited beds for Non-ambulatory clients

V. AGREEMENTS PROVIDED BY COUNTY PERSONNEL

A. Admissions:

EXHIBIT A – SCOPE OF SERVICES

1. Copies of all benefit and insurance information prior to admission. See Exhibit B for persons without benefits and prevailing rates.
2. Individuals will arrive with two weeks of medication, Contractor Physician's Report, TB test within 6 months.
3. Individuals will be transported by County Personnel unless prior arrangements are made, (see Exhibit B1 for transportation rates.)
4. County will provide initial assessment and most recent assessment, with supporting documentation to the best of their ability.

B. Discharge:

1. Two weeks' notice is required for discharge from Contractor to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.
2. Clients are discharged or transferred from Contractor's Facilities when: Client has successfully completed a treatment plan and no longer needs this level of residential care, the Client or their conservator requests a transfer or discharge, or the Client needs a higher level of medical or psychiatric care.

C. Discharge Criteria:

1. The Client has demonstrated that they meet one or more of the following criteria listed below:
 - a. Client has met the criteria for discharge listed in their treatment plan;
 - b. Client has alleviated all crisis and/or other symptoms; or
 - c. Client has demonstrated ability to function in a less-restrictive environment.(OR)
2. The Client meets one or more of the following criteria listed below:
 - a. Client has demonstrated need for a higher level of medical or psychiatric care.
 - b. Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior.
 - c. Client has demonstrated threats and/or other dangerous behavior to other residents or staff.
 - d. Client has engaged in property damage or theft.
 - e. Client has brought contraband articles or material into Contractor's Facilities and/or onto the Contractor's property.
 - f. Client has engaged in drinking alcohol or using illicit drugs while residing at Contractor's Facilities; or
 - g. Client has expired.

VI. MENTAL HEALTH SERVICES

A. 9 CCR section 1810.227. Mental Health Services

"Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis

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residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, and collateral.

Reference: Welfare and Institutions Code sections 14021.4, 14680, 14684 and 14714.

B. 1810.247. Specialty Mental Health Services

"Specialty Mental Health Services" means:

- (a) Rehabilitative Mental Health Services, including:
 - (1) Mental health services;
 - (2) Medication support services;
 - (3) Day treatment intensive;
 - (4) Day rehabilitation;
 - (5) Crisis intervention;
 - (6) Crisis stabilization;
 - (7) Adult residential treatment services;
 - (8) Crisis residential treatment services;
 - (9) Psychiatric health facility services;
- (b) Psychiatric Inpatient Hospital Services;
- (c) Targeted Case Management;
- (d) Psychiatrist Services;
- (e) Psychologist Services;
- (f) EPSDT Supplemental Specialty Mental Health Services; and
- (g) Psychiatric Nursing Facility Services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

C. 1810.203. Adult Residential Treatment Service

"Adult Residential Treatment Service" means rehabilitative services, provided in a non-institutional, residential setting, for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain and apply interpersonal and independent living skills and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.204. Assessment

"Assessment" means a service activity designed to evaluate the status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.206. Collateral

EXHIBIT A – SCOPE OF SERVICES

"Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.209. Crisis Intervention

"Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.225. Medication Support Services

"Medication Support Services" means those services that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of, and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.232. Plan Development

"Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

I. 1810.240. Psychiatrist Services

"Psychiatrist Services" means services provided by licensed physicians, within their scope of practice, who have contracted with the MHP to provide specialty mental health services, who have indicated a psychiatrist specialty as part of the provider enrollment process for the Medi-Cal program, to diagnose or treat a mental illness or condition. For the purposes of this Chapter, psychiatrist services may only be provided by physicians who are individual or group providers.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

EXHIBIT A – SCOPE OF SERVICES

J. 1810.243. Rehabilitation

"Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

K. 1810.249. Targeted Case Management

"Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

L. 1810.250. Therapy

"Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B—MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

C. Contractor is subject to DMH Letter No. 18-019 dated 4-24-18 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

- 1.** MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
- 2.** MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
- 3.** MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Yolo County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for

EXHIBIT B—MEDI-CAL REQUIREMENTS

service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

III. CLIENT RIGHTS

A. The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

B. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, "Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

C. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.

D. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.

E. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <http://www.yolocounty.org/health-human-services/mental-health/mental-health-services>

1. State DMH Beneficiary Handbook titled "Guide to Medi-Cal Mental Health Services" describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number 01-07.
3. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
4. County Mental Health Plan Provider Directory.

Contractor may also send an email to Health and Human Services Agency (HHS)-Behavioral Health Quality Management at HHSQualityManagement@yolocounty.org to obtain copies of any of these documents.

F. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

EXHIBIT B—MEDI-CAL REQUIREMENTS

G. Grievances and appeals shall be resolved through the County’s beneficiary problem resolution processes, or Contractor’s comparable processed if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor’s processes prior to using the County’s beneficiary problem resolution processes.

H. 1. Contractor shall keep a log of all grievances and appeals, which shall contain

- a.** Beneficiary’s name
- b.** Grievant or Appellant’s Name, if different
- c.** Date of receipt of grievance or appeal
- d.** Nature of the problem
- e.** Final disposition of the problem or documented reason why there is not a final disposition of the problem
- f.** The date the decision was given to the beneficiary and to grievant or appellant, if different.

2. Contractor shall forward the above information regarding any grievance to the County as it occurs and provide an annual fiscal year summary to the County when requested.

3. County shall provide Contractor with samples of the materials required by the provisions of this section. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

IV. MEDICAL NECESSITY CRITERIA

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be found in the Clinical Documentation Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied.

Contractor may send an email to Health and Human Services Agency (HHS)A)-Behavioral Health Quality Management at HHSQualityManagement@yolocounty.org to obtain copies of the Clinical Documentation Guide.

V. ASSESSMENT

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.

B. Presenting problems and relevant conditions affecting the client’s physical health and mental health status are documented, for example: living situation, daily activities, and social support.

C. Documentation describes client strengths in achieving Client Plan goals.

EXHIBIT B—MEDI-CAL REQUIREMENTS

- D.** Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E.** Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F.** Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G.** A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H.** For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I.** Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed, and over-the-counter drugs.
- J.** A relevant mental status examination is documented.
- K.** A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L.** Include the following:
1. Functional impairments
 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
 3. Mental status examination
 4. Signature of clinician (co-signature if not licensed)
- M.** The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. CLIENT PLANS

- A.** Client plans must meet the following requirements:
1. Have specific observable and/or quantifiable goals identified in cooperation with the client.
 2. Identify the proposed type(s) of intervention.
 3. Have a proposed duration of intervention(s).
 4. Be signed by:
 - a. The person providing the service(s), or
 - b. A person representing a team or program providing services, or

EXHIBIT B—MEDI-CAL REQUIREMENTS

- c. A person representing the Contractor providing services.
 - d. The client, except when client refuses or is unavailable.
 - 5. The Client Plan must be signed or co-signed by one of the following approved staff categories:
 - a. Licensed Physician
 - b. Licensed/Waivered Psychologist
 - c. Licensed/Waivered Clinical Social Worker
 - d. Licensed/Waivered Marriage, Family and Child Counselor
 - e. Registered Nurse
 - f. Other staff approved by Director
- B.** Individual or group providers are required to be licensed.
- C.** In addition:
 - 1. The Client Plan shall be used to establish that services are provided under the direction of an approved category of staff.
 - 2. Client Plans shall be consistent with the diagnoses.
 - 3. The focus of intervention shall be consistent with the Client Plan goals.
 - 4. An individualized Client Plan is required for each client.
 - 5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
 - 6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
 - 7. The client will receive a copy of the plan upon request, which include the following:
 - i. Tentative discharge plan
 - ii. Indication whether the client is a Long-Term client or not
 - iii. Client's strengths
 - iv. Client's significant support persons
 - v. Goals must be consistent with client's diagnosis and functional impairments
- D.** Frequency/Timeliness of Client Plan:
 - 1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
 - 2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
 - 3. Client Plans for consumers who receive only Medication Services are to be updated annually.
 - 4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
 - 5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.

EXHIBIT B—MEDI-CAL REQUIREMENTS

- 6.** End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by 7/11/14 to avoid providing services without a plan in effect.
- 7.** If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

A. County requires a progress note section in the client record and that a client record contain the following information:

- 1.** Timely documentation of relevant aspects of client care.
- 2.** Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- 3.** All entries must include the signatures of the person providing the service, professional degree or licensure or job title.
- 4.** All entries must include the date service(s) were provided.
- 5.** Documents referrals to community resources and other agencies, when appropriate.
- 6.** Documents for follow-up care or, as appropriate, a discharge summary.
- 7.** Documentation of progress towards Client Plan goals.
- 8.** Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

B. If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

C. Frequency of Progress Notes:

- 1.** Every service contact for the following services:
 - a.** Mental Health Services
 - b.** Collateral Services
 - c.** Medication Support Services
 - d.** Crisis Intervention
 - e.** Case Management/Brokerage
- 2.** Each shift:
 - a.** Crisis Residential
 - b.** Crisis Stabilization
 - c.** Psychiatric Health Facility notes
- 3.** Daily and weekly summary:
 - a.** Day Treatment Intensive

EXHIBIT B—MEDI-CAL REQUIREMENTS

4. Weekly summary
 - a. Day Rehabilitation
 - b. Adult Residential
- D. Other Progress Note Requirements:
1. All entries to the beneficiary record shall be legible.
 2. All entries in the beneficiary record shall include:
 - a. The date of service
 - b. The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
 - c. The date the documentation was entered in the beneficiary record.
 3. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.
- E. Timeliness of Progress Notes:
1. Progress Notes shall be written or dictated within 5 working days of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide, located here: <http://www.yolocounty.org/home/showdocument?id=38945>
 2. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
 3. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

VIII. PROGRAM INTEGRITY

- A. **Compliance Program:** The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:
1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
 2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
 3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
 4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.

EXHIBIT B—MEDI-CAL REQUIREMENTS

5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. 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, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

B. Fraud Reporting Requirements

1. The Contractor shall implement and maintain arrangements or procedure designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:
 - a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
 - b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
 - c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
 - d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)
2. For the purposes of this section, prompt reporting means within 5 business days and to the HHS Behavioral Health Compliance Office via email to: HHS.BHCompliance@yolocounty.org. Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.
3. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste, or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed
4. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)
5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

C. Service Verification: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall

EXHIBIT B—MEDI-CAL REQUIREMENTS

implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

D. Required Disclosures

- 1.** As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and individual providers, information regarding:
 - a.** 5% or more ownership interest;
 - b.** persons convicted of crimes;
 - c.** business transactions
- 2.** The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.
- 3.** The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

EXHIBIT C – TERMS OF PAYMENT

I. BUDGET

A. Contractor has submitted a contract budget attached hereto as Exhibit E. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV. Option Year and Amendment Authority, of this Agreement.

C. In the event the County requests an updated budget for any option year, the option year budget shall be approved in conformance with Section III (B.2) of this Agreement, in the sole discretion of the HHS A Director.

II. METHOD OF PAYMENT

A. If applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third-party payments.

B. Contractor shall submit a monthly claim in accordance with these Terms of Payment using the claim form as specified by the Director. The monthly claim will summarize the services provided during the previous month in grouping by service location, practitioner, and service code. Contractor shall provide all required supporting documentation. Supporting documentation may include, but is not necessarily limited to, written authorization for services, daily transactions certified by the individual service providers, progress notes, actual units of time and units of service, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), explanation of benefits by other health care carrier, time sheets, labor distribution, general-ledger printouts, costs per line item, and they must be maintained for audit purposes.

C. 1. Yolo County HHS A does not require prior authorization for the following services/service activities:

- a.** Crisis Intervention;
- b.** Crisis Stabilization;
- c.** Mental Health Services;
- d.** Targeted Case Management;
- e.** Intensive Care Coordination; and,
- f.** Medication Support Services.

2. However, HHS A may impose appropriate utilization controls by requiring all Assessments to be conducted by the MHP's clinical staff. In these cases, HHS A is permitted to then make a referral to a network provider for treatment. However, if the MHP delegates, to the MHP's network providers, responsibility for conducting Assessments, prior authorization is not permissible. Mental Health Services – Rehabilitation, Targeted Case Management, and Intensive Care Coordination must be included on the beneficiary's Client Plan prior to service delivery. Although Yolo County

EXHIBIT C – TERMS OF PAYMENT

HHSA may not require prior authorization for these services, it retains the option to review and approve beneficiaries' Client Plans prior to service delivery.

3. Prior authorization or Yolo County HHSA referral is required for the following services:

- a. Intensive Home-Based Services
- b. Day Treatment Intensive
- c. Day Rehabilitation
- d. Therapeutic Behavioral Services
- e. Therapeutic Foster Care

For purposes of prior authorization, referral by Yolo County HHSA is considered to serve the same function as approving a request for authorization submitted by a provider or beneficiary.

4. For continuation of services, network providers shall request payment authorization for the continuation of services at the following intervals:

- a. Every three (3) months
 - i. Day Treatment Intensive
 - ii. Therapeutic Behavioral Services
 - iii. Therapeutic Foster Care
- b. Every six (6) months
 - i. Intensive Home Base Services
 - ii. Day Rehabilitation

(See DHCS MHSUDS INFORMATION NOTICE NO: 19-026).

D. Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Claims that must first be billed to a third party, e.g., Medicare, insurance, etc., must be submitted no later than sixty-five (65) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.

E. Claims for payment may be submitted to the county in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

F. 1. County shall pay Contractor the amount payable calculated based on the interim rates specified below for services that have been authorized and provided in accordance with the provisions of this Agreement.

EXHIBIT C – TERMS OF PAYMENT

2. The use of the codes specified above is subject to change in accordance with changes in Federal, State or County guidelines.
3. For cost reporting purpose, Contactor shall establish an internal tracking system that will accurately maintain units of service. The cost report must include all units of service-related mental health services for the County, regardless of if they are paid or not paid by the County. Contractor shall report units of service in accordance with the State issued cost report instructions as well as any applicable regulations that govern the cost reporting.

4. **Bed Hold**

Requests for bed holds will be made on an individual basis by County with a maximum hold of five (5) days unless prior arrangements are discussed. The Bed Hold rate will be at the individuals Complexity Level, or all-inclusive rate, when they left for the Bed Hold, mild, moderate, or severe

5. **Transportation, Admission, Conservatorship Hearings, Discharge to Lower Level of Care Transportation:**

When possible, with available staffing, Contractor will pick-up new admissions from placements upon request from County. From the residence, to the destination, and return in a Contractor insured car and driver rate is **\$50.00 per hour plus mileage**. Beginning on January 1, 2022, the standard mileage rates for the use of a car, van, pickup or panel truck will be \$0.58.5 cents per mile for business miles driven.

In the event the client is being transported to a *higher level of care*, when safe and appropriate, additional staff will be charged the same rate of \$50.00 per hour. If the roundtrip mileage is 200+ there may be additional costs incurred, hotel for staff, meals, etc.

Driver will ensure the safety and supervision of individuals, ensure admission paperwork and medications are in order, meal provided, hydration, cigarette breaks if so required.

6. **Enhanced Support and Supervision**

1. Contractor will provide individual support and supervision with prior authorization from County. The rate for Enhanced Support and supervision is \$40 per hour in 15-minute increments.
2. Examples of individual support and supervision are as follows:
 - a. Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment.
 - b. Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.
 - c. Stand by assistance for physical therapy treatment, including support during therapy session, and transport to and from treatment.
 - d. Individual support (1:1) for clients diagnosed with SPMI and Intellectual Disabilities that without this individual support are placing their housing at risk with the escalation of symptoms and behaviors. Extra support for hygiene and activities of daily living (ADLs) if required.
 - e. Bereavement support for individuals attending funeral or memorial of a

EXHIBIT C – TERMS OF PAYMENT

loved one, including the transportation

7. Isolation Support Services

If a resident has been ordered to stay in their room due to COVID diagnosis, or other transmissible diseases, precautions, or exposure we will be charging a flat rate of \$100.00 per diem for room support, bed side support, medication delivery, 1:1 support as needed. This allows the facility to bring in temporary and on-call staff for support and supervision.

8. RATES FOR FOLLOWING FIVE (5) OUTPATIENT MENTAL HEALTH SERVICES LOCATIONS

a. Psynergy-Morgan Hill, 18217 Hale Avenue, Morgan Hill, CA 95037

Service Code	Descriptions	Rate/Unit
T1017	Targeted Case Management	\$2.92/minute
90887	Collateral	\$3.29/minute
90791	Assessment	\$3.29/minute
90832	Psychotherapy (30 Min)	\$3.29/minute
90834	Psychotherapy (45 Min)	\$3.29/minute
90837	Psychotherapy (60 Min)	\$3.29/minute
90853	Group Therapy	\$3.29/minute
H0032	Plan Development	\$3.29/minute
97535	Rehabilitation/ADL	\$3.29/minute
97535G	Group Rehabilitation	\$3.29/minute
99201	E&M New Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99202	E&M New Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99203	E&M New Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99204	E&M New Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99205	E&M New Patient Office Visit: Level 5 High Severity	\$6.16/minute
99211	E&M Established Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99212	E&M Established Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99213	E&M Established Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99214	E&M Established Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99215	E&M Established Patient Office Visit, Level 5 High Severity	\$6.16/minute
90899	Medication Support-MD/RN/LVN/LPT	\$6.16/minute
90839	Crisis Intervention	\$6.06/minute

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EXHIBIT C – TERMS OF PAYMENT

b. Psynergy-Sacramento (Clinic A) 4612 Roosevelt Avenue Sacramento CA 95820

Service Code	Descriptions	Rate/Unit
T1017	Targeted Case Management	\$2.92/minute
90887	Collateral	\$3.29/minute
90791	Assessment	\$3.29/minute
90832	Psychotherapy (30 Min)	\$3.29/minute
90834	Psychotherapy (45 Min)	\$3.29/minute
90837	Psychotherapy (60 Min)	\$3.29/minute
90853	Group Therapy	\$3.29/minute
H0032	Plan Development	\$3.29/minute
97535	Rehabilitation/ADL	\$3.29/minute
97535G	Group Rehabilitation	\$3.29/minute
99201	E&M New Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99202	E&M New Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99203	E&M New Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99204	E&M New Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99205	E&M New Patient Office Visit: Level 5 High Severity	\$6.16/minute
99211	E&M Established Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99212	E&M Established Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99213	E&M Established Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99214	E&M Established Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99215	E&M Established Patient Office Visit, Level 5 High Severity	\$6.16/minute
90899	Medication Support-MD/RN/LVN/LPT	\$6.16/minute
90839	Crisis Intervention	\$6.06/minute

c. Psynergy-Sacramento (Clinic B) 4616 Roosevelt Avenue Sacramento CA 95820

Service Code	Descriptions	Rate/Unit
T1017	Targeted Case Management	\$2.92/minute
90887	Collateral	\$3.29/minute
90791	Assessment	\$3.29/minute
90832	Psychotherapy (30 Min)	\$3.29/minute
90834	Psychotherapy (45 Min)	\$3.29/minute
90837	Psychotherapy (60 Min)	\$3.29/minute
90853	Group Therapy	\$3.29/minute
H0032	Plan Development	\$3.29/minute
97535	Rehabilitation/ADL	\$3.29/minute
97535G	Group Rehabilitation	\$3.29/minute

EXHIBIT C – TERMS OF PAYMENT

Service Code	Descriptions	Rate/Unit
99201	E&M New Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99202	E&M New Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99203	E&M New Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99204	E&M New Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99205	E&M New Patient Office Visit: Level 5 High Severity	\$6.16/minute
99211	E&M Established Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99212	E&M Established Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99213	E&M Established Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99214	E&M Established Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99215	E&M Established Patient Office Visit, Level 5 High Severity	\$6.16/minute
90899	Medication Support-MD/RN/LVN/LPT	\$6.16/minute
90839	Crisis Intervention	\$6.06/minute

d. Psynergy-Greenfield 215 Huerta Avenue Greenfield CA 93927

Service Code	Descriptions	Rate/Unit
T1017	Targeted Case Management	\$2.92/minute
90887	Collateral	\$3.29/minute
90791	Assessment	\$3.29/minute
90832	Psychotherapy (30 Min)	\$3.29/minute
90834	Psychotherapy (45 Min)	\$3.29/minute
90837	Psychotherapy (60 Min)	\$3.29/minute
90853	Group Therapy	\$3.29/minute
H0032	Plan Development	\$3.29/minute
97535	Rehabilitation/ADL	\$3.29/minute
97535G	Group Rehabilitation	\$3.29/minute
99201	E&M New Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99202	E&M New Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99203	E&M New Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99204	E&M New Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99205	E&M New Patient Office Visit: Level 5 High Severity	\$6.16/minute
99211	E&M Established Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99212	E&M Established Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99213	E&M Established Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99214	E&M Established Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99215	E&M Established Patient Office Visit, Level 5 High Severity	\$6.16/minute
90899	Medication Support-MD/RN/LVN/LPT	\$6.16/minute

EXHIBIT C – TERMS OF PAYMENT

Service Code	Descriptions	Rate/Unit
90839	Crisis Intervention	\$6.06/minute

e. Psynergy-Vista de Robles House 9951 Horn Road, Ste B Sacramento CA 95827

Service Code	Descriptions	Rate/Unit
T1017	Targeted Case Management	\$2.92/minute
90887	Collateral	\$3.29/minute
90791	Assessment	\$3.29/minute
90832	Psychotherapy (30 Min)	\$3.29/minute
90834	Psychotherapy (45 Min)	\$3.29/minute
90837	Psychotherapy (60 Min)	\$3.29/minute
90853	Group Therapy	\$3.29/minute
H0032	Plan Development	\$3.29/minute
97535	Rehabilitation/ADL	\$3.29/minute
97535G	Group Rehabilitation	\$3.29/minute
99201	E&M New Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99202	E&M New Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99203	E&M New Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99204	E&M New Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99205	E&M New Patient Office Visit: Level 5 High Severity	\$6.16/minute
99211	E&M Established Patient Office Visit: Level 1 Minimal Complexity	\$6.16/minute
99212	E&M Established Patient Office Visit: Level 2 Minor Problem	\$6.16/minute
99213	E&M Established Patient Office Visit: Level 3 Low Severity	\$6.16/minute
99214	E&M Established Patient Office Visit: Level 4 Moderate Severity	\$6.16/minute
99215	E&M Established Patient Office Visit, Level 5 High Severity	\$6.16/minute
90899	Medication Support-MD/RN/LVN/LPT	\$6.16/minute
90839	Crisis Intervention	\$6.06/minute

9. RATES FOR FOLLOWING FOUR (4) ADULT RESIDENTIAL SERVICES LOCATIONS

a. Nueva Vista-Sacramento ARF, 4604 Roosevelt Ave, Sacramento, CA 95820 (Non Medi-Cal Rates)

Service Code	Description:	Rate/Unit
6040	Adult Residential Facility General Program Rates – Residential Only for Clients with Benefits	
	Complexity Level 2	\$133.10/per client/per day
	Complexity Level 1	\$159.50/per client/per day

EXHIBIT C – TERMS OF PAYMENT

b.Nueva Vista ARF, 18225 Hale Avenue, Morgan Hill, CA 95037

Service Code	Description:	Rate/Unit
6040	Adult Residential Facility General Program Rates – Residential Only for Clients <i>with Benefits</i>	
	Complexity Level 2	\$133.10/per client/per day
	Complexity Level 1	\$159.50/per client/per day

c. Cielo Vista ARF, 806 Elm Avenue, Greenfield, CA 93927

Service Code	Description:	Rate/Unit
6040	Adult Residential Facility General Program Rates – Residential Only for Clients <i>with Benefits</i>	
	Complexity Level 2	\$133.10/per client/per day
	Complexity Level 1	\$159.50/per client/per day

d.Tres Vista Apartments, Supported Living, 18217 Hale Avenue, Apts # 200, 210, 220 and 230, Morgan Hill, CA 95037

Service Code	Description:	Rate/Unit
6040	General Program Rates for Supported Accommodations/Independent Living - Residential Only for Clients <i>with Benefits</i>	
	Individuals with Benefits	\$54.60 per client/per day
	Individuals without Benefits	\$73 per client/per day

e. Vista de Robles ARF, 9847 Folsom Blvd., Sacramento, CA 95827

Service Code	Description:	Rate/Unit
6040	Adult Residential Facility General Program Rates – Residential Only for Clients <i>with Benefits</i>	
	Complexity Level 2	\$133.10/per client/per day
	Complexity Level 1	\$159.50/per client/per day
	Intensive Support Services	\$264.00/per client/per day

G. Final compensation to the Contractor shall be at the actual rate and the total compensation shall not exceed the maximum payable set forth in Section III of this Agreement. County shall determine the final compensation to the Contractor based on the final audited Cost Report specified in Exhibit D, Section IV and Section XXX.

H. If Medi-Cal applies; County shall make payments to Contractor for services claimed by Contractor prior to billing for Federal Financial Participation (FFP) reimbursement. In the event any claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval. If any denied claim by Federal and/or State

EXHIBIT C – TERMS OF PAYMENT

government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of denied/rejected claims by Medi-Cal and Medicare. Contractor disallowances are the Contractor's fiscal and program responsibility, per Section M., below.

G. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

J. If the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

K. Claims submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

Late claims submitted with a written request within a reasonable timeframe before the one hundred eighty (180) day regulation cut off, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

L. If applicable, County shall make a diligent effort to process and submit billings to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph C, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.

M. **1.** County will demand repayment from Contractor for compensation made to the Contractor, if any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

4. If the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

N. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

EXHIBIT C – TERMS OF PAYMENT

O. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

P. Contractor shall hold harmless the State and clients if the County does not pay for services in accordance with this Agreement.

Q. When eligible and appropriate, the County may claim some or all services to Medi-Cal Administrative Activities (MAA) funding. When the County intends to bill for MAA reimbursement, County will provide Contractor with a required Time Study or other time or cost tracking template. If County bills MAA, Contractor shall complete and return the required forms to County in the manner established by the County and within the claiming timelines.

EXHIBIT D – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

A. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

B. If Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligible), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the County, California Department of Healthcare Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall verify prior to hire and monthly thereafter (unless another frequency is specified below) that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable Federal, State, and County laws, rules and regulations. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request. Verification check shall include:

1. Criminal background checks including fingerprinting (upon hire or rehire only, not required monthly);
2. Social Security Administration's Death Master File (at least annually);
3. National Plan and Provider Enumeration System (NPPES); and
4. Applicable Licenses
5. System for Award Management (SAM)
6. Exclusion from Medi-Cal and Medicaid provider participation, at a minimum to include Contractor's use of the following websites:
 - a. Office of Inspection General http://oig.hhs.gov/exclusions/exclusions_list.asp

EXHIBIT D – TERMS AND CONDITIONS

- b. Medi-Cal Suspended and Ineligible List <https://files.medical.ca.gov/pubsdoco/SandILanding.asp>
- c. System for Award Management <https://cage.dla.mil/>
- d. National Practitioner Database

If the Contractor is unable to certify to any of the statements in this section the Contractor shall submit an explanation to the Director, prior to executing this Agreement. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

E. Contractor shall exercise all the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

F. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

C. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit B. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

EXHIBIT D – TERMS AND CONDITIONS

- D.** All client records shall be kept for whichever period listed below is longer:
1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
 2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
 3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
 4. until the client's 28th birthday, if the patient was treated and discharged while they were a minor; or
 5. if the client was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. If the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.
- E.** If Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.
- G.** Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.
- H.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

- A.** Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.
- B. Practitioner Information Report:**
1. NPI/License List

EXHIBIT D – TERMS AND CONDITIONS

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Yolo County Health and Human Services Agency. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

2. Practitioner ID Request Form

A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application and the staff must meet the minimum regulatory requirements set forth in the California Code of Regulations, 9 CCR § 630, which states:

§ 630. Mental Health Rehabilitation Specialist.

A mental health rehabilitation specialist shall be an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post-associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting. (9 CCR § 630).

The Practitioner ID Request form and accompanying documentation must be submitted to Yolo County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to: HHSAQualityManagement@yolocounty.org

C. Employee Verification Report: (See Section II. of this Exhibit.)

Contractor shall verify prior to hire that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable state and federal rules, including applicable sections of the State Contracts. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request.

D. Performance Outcome Measures (POM) Report: (See Exhibit G of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit G, Performance Measures.

EXHIBIT D – TERMS AND CONDITIONS

Submit the Performance Outcome Measures electronically via email to:
HHSAQualityManagement@yolocounty.org

E. Contract Expenditure Reports

1. *Mid-Year Report*: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.
2. *End of Year Report*: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to:
HHSA.AccountsPayable@yolocounty.org.

F. Fiscal Year Annual Reports

1. *Annual Training Report*
This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year
2. *Certified Mental Health Cost Report* (see Section XXX. Cost Settlement, below.)
Due date: October 31, following the completion of a fiscal year (June 30) unless the Agreement is terminated or expires earlier. If the Agreement expires or is terminated before June 30, then the Cost Report is due, no later than forty-five (45) days from the date of the expiration or termination.
3. *Certified Audited Financial Reports* (see Section V. Audit)
Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health Cost Report unless the Agreement is terminated or expires earlier. If the Agreement expires or is terminated before June 30, then the Certified Audited Financial Reports are due, no later than forty-five (45) days from the date of the expiration or termination.

All annual reports, except for Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent electronically via email to:
HHSAQualityManagement@yolocounty.org

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Cost Report

V. AUDITS

- A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the

EXHIBIT D – TERMS AND CONDITIONS

Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents, and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract 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. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records are defined in Section III.A., above.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. If this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. 1. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

2. In the event of disallowances or offsets because of federal audit exceptions, the provisions of California Welfare and Institutions Code Section 814718, shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to California Welfare and Institutions Code against any funds held by the County on behalf of the Contractor. Method of repayment is detailed in Exhibit C.

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EXHIBIT D – TERMS AND CONDITIONS

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D.

E. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families, and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. “Threshold Language” pursuant to the Dymally-Alatorre Bilingual Services Act and “Prevalent Language” pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County’s Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

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- c.** The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor’s behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)
- d.** The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

 - i.** The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)
 - ii.** The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor’s member/customer service unit. (42 CFR § 438.10(d)(3).)
 - iii.** The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
- e.** The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).)

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

- A.** Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.
- B.** Contractor shall permit, at any reasonable time, County, State and/or Federal government

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personnel designated by the Director to enter Contractor’s premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit C.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to: the California Confidentiality of Medical Information Act at California Civil Code Section 56 et seq., California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”);
2. the privacy and security requirements of Exhibit E attached hereto; and
3. any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor’s original written notice.

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

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B. This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor if Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

E. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XII. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR). Section 7285 et seq.).

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XIV. ADMISSION POLICIES AND PATIENTS' RIGHTS

- A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XV. INDEMNIFICATION

- A. Contractor shall exercise all the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.
- C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. During the term of this Agreement, Contractor shall always maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.
 - 1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:

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- a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation – Statutory Limits/Employers’ Liability** - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) It shall be a requirement under this agreement that any available insurance proceeds broader than or more than the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force throughout the life of this Agreement and, except for professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended,

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voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees, and volunteers. Any insurance maintained by the County shall apply more than, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration or earlier termination of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVII. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to

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commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Psynergy Programs, Inc.
8225 Hale Avenue
Morgan Hill, CA 95037
Arturo Uribe, President and Chief Executive Officer

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Interim Director

B. In lieu of written notice to the above addresses, any party may provide notices using email provided the following email addresses are used:

Contractor: lkaufmann@psynergy.org

County:

Contracts Unit HHSAContracts@YoloCounty.org

Contract Administrator Mila.Green@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations

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promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the Parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the Parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XXII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

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C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

e. Shall not knowingly enter any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4),

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debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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

XXIII. FALSE CLAIMS ACTS

A. The Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this agreement.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXIV. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant, or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

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EXHIBIT D – TERMS AND CONDITIONS

XXVI. AMENDMENT

Except as provided under Section IV. of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations set forth in the State Contract(s), including any applicable Medicaid laws and regulations or sub-regulatory guidance; or to reflect any changes to same.

XXVII. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to act with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIX. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXX. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. Included in the Cost Report are the cost per unit and the number of units which will be compared against actual payments made to the Contractor to determine the Settlement Amount. Costs will be settled to the less of the actual and allowable cost or published charges as stated the term of Exhibit D of this Agreement.

C. If Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.

EXHIBIT D – TERMS AND CONDITIONS

- D.** Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not besettled until all Audit appeals are completed/closed.
- E.** Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.
- F.** Contractor shall provide the Certified Audited Financial Reports to the County as specified in Section IV. Reports, and Section V. Audits, of this Exhibit.
- G.** This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.
- H.** County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.
- I.** Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.
- J.** Method of repayment, either due from the County to Contractor or vice versa, is detailed in Exhibit C of this Agreement.
- K.** County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

XXXI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

XXXII. CLEAN AIR ACT

- A.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
- B.** The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
- C.** The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS or SAMSHA.

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EXHIBIT D – TERMS AND CONDITIONS

XXXIII. FEDERAL WATER POLLUTION CONTROL ACT

- A.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
- B.** The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
- C.** The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.

EXHIBIT E – CONTRACT BUDGET

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Option Year(s) Fiscal Year(s) 2025-26 and 2026-17 July 1 st through June 30 th
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000

EXHIBIT F - HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Report, as soon as reasonably practicable, and in no event less than 24 hours for security incidents, as defined in 45 CFR §164.304, and 1 hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to the County’s Privacy Officer, the County’s Security Officer, and to the HHS Behavioral Health Compliance Officer HHS.BHCompliance@yolocounty.org.
- IV. By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at website https://www.yolocounty.org/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docan1597_10556_7495
- V. The provisions of this **Exhibit F** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT G – PERFORMANCE MEASURES

Adult Residential Facility		Psynergy Programs, Inc.	Lynda Kaufmann
Program Purpose	To provide preauthorized sub-acute psychiatric residential services or specialty mental health services to eligible Yolo County beneficiaries.		
Program Information	Facilitate psychiatry stability, social interaction, strengths and housing skills in an augmented Board and Care (or Adult Residential Facility/ARF) setting.		
PM1: How much did we do?			
1.1	# of individuals served in an ARF (broken down by client age, gender, race, and ethnicity).		
1.2	# of ARF treatment days (total).		
1.3	# of Yolo County clients referred.		
1.4	# of Yolo County clients accepted.		
1.5	Average length of stay in an ARF bed		
PM2: How well did we do it?			
2.1	# and % of clients served who demonstrate 5 or more treatment engagements each week.		
2.2	# and % of clients served who are meeting their individual treatment goals during their ARF stay.		
2.3	# and % of clients who successfully maintained placement.		
PM3: Is anyone better off?			
3.1	# and % of clients served who did not required a higher level of care.		
3.2	# and % of clients served who stepped down to a lower level of care from an ARF.		

EXHIBIT H – PROVIDER DISCLOSURE STATEMENT

I. Contractor must prepare and submit a “Provider Disclosure Statement” to the County of Yolo (“the County”) as follows:

A. Disclosures of 5% or More Ownership Interest:

1. Information regarding the Disclosures of 5% or More Ownership Interest must be provided to the Yolo County Health and Human Services Agency (“HHSa”):

- a. before entering into a contract with HHSa and then annually thereafter;
- b. before renewing a contract with HHSa and then annually thereafter;
- c. within 35 days after any change in the Contractor’s ownership;
- d. upon request of HHSa, the County, or the California Department of Health Care Services (“DHCS”);

2. The following information must be included:

- a. Name and address of any person (individual or corporation) with 5% ownership/controlling interest in Contractor. Corporate entities must include primary business address, every business location and P.O. Box address (if applicable)
- b. Date of birth and Social Security Number (in the case of an individual)
- c. Tax Identification Number (in the case of a corporation)
- d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related (as a spouse, parent, child, or sibling) to another person with a 5% or more interest ownership or control interest in the same or any other HHSa contracted provider;
- e. Name of any other disclosing entity (such as a fiscal agent) in which the provider has controlling interest; and
- f. Name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (contractor)
- g. Identify the preparer of the Provider Disclosure Statement, including the printed name and title of the person who is submitting the information on behalf of the Contractor, their signature, and date.
- h. Any person with a 5% or more direct or indirect ownership interest in the Contractor or a network provider must submit a set of fingerprints to the County.

3. Information regarding the Disclosures of 5% or More Ownership Interest shall be emailed to:

HHSa.BHCompliance@yolocounty.org, and HHSaQualityManagement@yolocounty.org

B. Disclosures Related to Persons Convicted of Crimes:

1. Information regarding the Disclosures Related to Persons (network providers’ owners, persons with controlling interest, agents, and managing employees’) Convicted of Crimes must be provided HHSa:

- a. before entering into a contract with the County;
- b. at any time upon the County’s or State’s request.

EXHIBIT H – PROVIDER DISCLOSURE STATEMENT

2. The following information must be included:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs.
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
3. Information regarding the Disclosures Related to Persons Convicted of Crimes shall be emailed to:

HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org.

C. Disclosures Related to Business Transactions:

1. Information regarding the Disclosures Related to Business Transactions must be provided:
 - a. within 35 days, upon request of HHSA, the County, or DHCS.
2. The following information must be included:
 - a. The ownership of any entity with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
3. Information regarding the Disclosures Related to Business Transactions shall be emailed to:

HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org