

Agreement-Specialty Mental Health Services
(Yolo BOS Agreement No. _____ - _____)

This Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”), and _____, a (business type) authorized to do business in the State of California (“Contractor”), jointly referred to as “the Parties” herein.

WHEREAS, the County desires to obtain (describe services, goods, and materials that the County is seeking) services; 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 Contracts”); these agreements are incorporated herein by this reference and are available to Contractor at website www.yolocounty.org/HHSACContracts; 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, the County circulated and distributed a Request for Proposals (RFP) for _____ services, identified as RFP # _____, and can be viewed at www.bidsync.com; and

WHEREAS, Contractor responded to the RFP with a proposal that was subsequently chosen by County, County issued a Letter of Intent to Award a contract to Contractor, and this Agreement is a reflection of the completion of that process; 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 responded to the RFP with a proposal that was subsequently chosen by County, County issued a Letter of Intent to Award a contract to Contractor, and this Agreement is a reflection of the completion of that process; 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, partners, contractors, subcontractors, volunteers, or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor’s equity 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, partners, contractors, subcontractors, volunteers or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor’s equity being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this

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Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to 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 Strategic Plan Goals of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>; and

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

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

TERMS

ARTICLE 1. GENERAL PROVISIONS

I. TERM

The term of this Agreement shall be from **July 1, 2023 through June 30, 2024** unless sooner terminated as provided for in Article 2, Section VII of this Agreement.

II. SCOPE OF WORK

- A.** Contractor shall provide the services set forth in Exhibit A in a manner satisfactory to the Director and in conformance with this term and conditions of this Agreement including but not limited to all other exhibits and attachments hereto.
- B.** Contractor represents and warrants to 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 County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon these representations in entering into this Agreement.

III. COMPENSATION

- A.** This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County, state or federal funding sources that may in any way affect the fiscal provisions of, or funding for, this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state or federal funding sources for the term of the Agreement.
- B.** Subject to the satisfactory performance of the services required of Contractor pursuant to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate invoice, claims and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Article 9 and Exhibit B-1 of this Agreement. 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.
- C.** Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years, if any.

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- D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed [amount], as follows:

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
\$xxx

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

IV. 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-1 Terms of Payment
- Exhibit B-2 Rate Schedule(s)
- Exhibit B-2 Rate Schedule(s)/Contract Budget
- Exhibit C Indemnification and Insurance
- Exhibit D Business Associate/Qualified Services Organization Agreement Addendum
- Exhibit E Performance Measures
- Attachment I Yolo/DHCS State Managed Care Mental Health Plan Agreement
- Attachment II Yolo/DHCS State Performance Agreement

- B. This Agreement constitutes the entire agreement between 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.

[END ARTICLE 1]

ARTICLE 2. STANDARD TERMS AND CONDITIONS

I. INDEPENDENT CONTRACTOR

- A. It is understood and agreed by the Parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against 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. Contractor shall determine the method and manner of performing its duties under this Agreement, and County may monitor the work performed by Contractor
- B. It is further understood and agreed by the Parties hereto that neither Contractor nor Contractor’s assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.
- C. Contractor shall provide all facilities, equipment, personnel, labor, materials, supplies, and operating expenses of any kind required for the performance of this Agreement unless otherwise provided in the scope of services.

II. PERFORMANCE & PERSONNEL STANDARDS

- A. Contractor shall exercise all 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 and attachments.
- B. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by County, California State Department of Healthcare Service (DHCS), United States Centers for Medicare & Medicaid Services (CMS), United States Department of Health and Human Services (US DHHS), Office of the Inspector General (OIG), the Comptroller General of the United States and any other authorized federal and state agencies.
- C. 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.
- D. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. See also the credentialing and screening requirements of Article 9, and County’s Practitioner Enrollment process detailed in Article 15.

III. NOTICE TO PARTIES

- 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:
(Legal Entity Name
(Address)
Address)
(Name, Title)

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

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

Contractor:
xxxxx@xxxxx

County:
Contracts Unit: HHSAContracts@YoloCounty.org
Contract Administrator: xxxx@yolocounty.org

- C.** 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.
- D.** Any party may change the designated representative, address, or email address to which such communications are to be given by providing the other party(ies) with written notice of such change at least fifteen (15) business days prior to the effective date of the change.

IV. ASSIGNMENT AND SUBCONTRACTS

- A.** The services and obligations required of Contractor under this Agreement are not assignable in whole or in part without the express written agreement of both Parties.
- B.** Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director.
 - 1.** If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same indemnification and insurance as required of Contractor by this Agreement including Exhibit C. Contractor shall be fully responsible to County for all work undertaken by subcontractors.
 - 2.** Contractor shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and include the applicable provisions of Title 42 of the Code of Federal Regulations (CFR) section 438.230.
 - 3.** Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SUD services provided by third parties under subcontracts, whether approved by County or not.

V. MODIFICATION AND AMENDMENT

- A.** County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations and contractual obligations or to reflect any changes to same as set forth by DHCS or other federal or state agencies with authority over Medicaid laws and regulations or to issue related sub-regulatory guidance.
- B.** Except as otherwise specifically provided herein, this Agreement may only be modified or amended by written instrument signed by both Parties. See Article 2, Section XI. regarding the Authorized Representatives for the execution of any such modification or amendment.

VI. DISPUTES

Should a dispute arise between Contractor and County relating to performance under this Agreement other than disputes governed by a dispute resolution process in Title 9, Division 1, Chapter 11 of the California Code of Regulations, prior to exercising any other remedy which may be available, Contractor shall provide County with written notice of the particulars of the dispute within thirty (30)

calendar days of the incident. Upon receipt of the written notice, 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.

VII. TERMINATION

- A.** This Agreement may be terminated at any time by the mutual written agreement of both Parties.
- B.** Either Party may terminate this Agreement for convenience by providing at least sixty (60) days' advance written notice to the other party.
- C.** 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 waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. Neither party waives the right to recover damages against the other for breach of this Agreement.
- D.** This Agreement is subject to County, the state and/or the federal government(s) appropriating and approving sufficient funds for the payments required by this Agreement. If County's adopted budget and/or its receipts from the state and/or the federal government(s) do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event County shall have no obligation to pay the Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant to this Agreement.
- E.** County may terminate this Agreement upon ten (10) days written notice to Contractor in the event Contractor becomes excluded, debarred, or suspended from participation from federally funded programs; or if County, the state and/or the federal government(s) have otherwise determined that Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.
- F.** 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.
- G.** See Article 2, Section XI. regarding the Authorized Representatives for the execution of any such termination agreement or notice.
- H.** If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

VIII. SEVERABILITY

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

IX. 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 take action 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.

X. INTERPRETATION; VENUE

- A. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. In the event of any conflict between any of the provisions of this Agreement (including any exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.
- B. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- C. This Agreement is made in Yolo County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Yolo. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Eastern District of California.

XI. AUTHORITY TO CONTRACT

- A. County and Contractor warrant that they are legally permitted and otherwise have the authority to enter into this Agreement, the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective entities, and that any action necessary to bind each Party has been taken prior to execution of this Agreement.
- B. Specific County Authority
 - 1. Director’s Authority: The Director may: issue termination notices in conformance with the conditions of Article 2, Section VII of this Agreement and issue any other general notices regarding the administration of this Agreement.
 - 2. County Procurement Manager’s Authority: The Yolo County 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 Agreement. 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 then current Yolo County Procurement Policy.
 - 3. Yolo County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

XII. 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 County choose to excuse any given failure of

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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.

XIII. 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, Title 1 Division 4, Chapter 1, Article 4 of the California Government Code, commencing with Section 1090, and Title 9, Chapter 7 of the California Government Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- B.** Contractor covenants that it presently has no interest and shall not acquire any direct or indirect interest, which would conflict in any manner 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 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 County and provide all information needed for resolution of the question.

XIV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit 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.

XV. OWNERSHIP OF DOCUMENTS & WORK PRODUCTS AND EQUIPMENT

- A.**
 - 1.** Any professional and/or technical documents work products. and/or information developed under this Agreement, including but not limited to writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County.
 - 2.** Upon completion of services under this Agreement or upon any earlier termination of this Agreement, Contractor shall deliver and assign the foregoing to County. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world.
 - 3.** In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use.
 - 4.** No additional charge will be made for any of the foregoing.
- B.**
 - 1.** 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

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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.

2. 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.
3. Contractor shall submit to 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.

XVI. 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.

[END ARTICLE 2]

ARTICLE 3. SERVICES AND ACCESS PROVISIONS

I. CERTIFICATION OF ELIGIBILITY

Contractor will, in cooperation with County, comply with California Welfare and Institutions Code § 14705.5 to obtain a certification of a client’s eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

II. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

B. For clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (1) or (2) below. If a client under age 21 meets the criteria as described in (1) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) below.

1. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

2. a. The client has at least one of the following:

- i.** A significant impairment;
- ii.** A reasonable probability of significant deterioration in an important area of life functioning;
- iii.** A reasonable probability of not progressing developmentally as appropriate.
- iv.** a need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide

AND

b. the client’s condition as described in subparagraph (2 a-d) above is due to one of the following:

- i.** A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
- ii.** A suspected mental health disorder that has not yet been diagnosed.
- iii.** Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

- C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (1) and (2) below:
 - 1. The client has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 - 2. The client’s condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.

III. ADDITIONAL CLARIFICATIONS

A. Criteria

- 1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The client had a co-occurring substance use disorder.

B. Diagnosis Is Not a Prerequisite

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

IV. MEDICAL NECESSITY

- A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to California Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client’s presenting condition. Documentation in each client’s chart as a whole will demonstrate medical necessity as defined below, based on the client’s age at the time of service provision.
- B. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in California Welfare and Institutions Code section 14059.5.
- C. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code (USC).

V. COORDINATION OF CARE

- A.** Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- B.** Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- C.** Contractor shall include in these care coordination activities, efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- D.** Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- E.** To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

VI. CO-OCCURRING TREATMENT AND NO WRONG DOOR

- A.** Per BHIN 22-011, SMHS and NSMHS can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
- B.** Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 - 1.** Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
 - 2.** If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

[END ARTICLE 3]

ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

I. SERVICE AUTHORIZATION

- A.** Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy, including authorization requests for Acute Psychiatric Inpatient Hospitals, Psychiatric Health Facilities, Crisis Residential Facilities, Adult Residential Treatment, Intensive Home-Based Services, Day Treatment Intensive, Day Rehabilitation, Therapeutic Behavioral Services, and Therapeutic Foster Care. Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management> and are hereby incorporated by this reference.]
- B.** Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- C.** Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- D.** County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- E.** Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

II. DOCUMENTATION REQUIREMENTS

- A.** Contractor will follow all documentation requirements as specified in this Article 4 inclusive in compliance with federal, state and County requirements.
- B.** All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
- C.** All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

III. ASSESSMENT

- A.** Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
- B.** Contractor will utilize the seven (7) uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

- C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six (6) months during treatment, and at discharge, as specified in DHCS Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN) 17-052 and MHSUDS IN 18-048.
- D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

IV. ICD-10

- A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
- C. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

V. PROBLEM LIST

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

VI. TREATMENT AND CARE PLANS

Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

VII. PROGRESS NOTES

- A.** Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
- B.** Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- C.** Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
- D.** Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- E.** Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

VIII. TRANSITION OF CARE TOOL

- A.** Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
- B.** Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process. Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management> and are hereby incorporated by this reference.]
- C.** Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

IX. TELEHEALTH

- A.** Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx> and BHIN 23-018.
- B.** All telehealth equipment and service locations must ensure that client confidentiality is maintained.

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- C.** Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- D.** Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- E.** County may at any time audit Contractor’s telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor’s adherence to telehealth standards and requirements.

[END ARTICLE 4]

ARTICLE 5. RECORDS

- I.** Records include but are not limited to fiscal and client records including all physical and electronic records and documents originated or prepared pursuant to Contractor’s performance under this Agreement, such as working papers, reports, financial records, documents of account, client grievance and appeal records, the data information and documents specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
- II.** Contractor shall maintain adequate fiscal records 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 and invoiced, audit work papers, beneficiary eligibility determination, and the fees charged to and collected from beneficiaries. Contractor shall comply with all applicable federal and state requirements as to retaining financial records and shall be maintained in conformance with standard procedures and accounting principles.
- III.** Contractor shall retain all fiscal records for a minimum of ten (10) years from the term end date of the State contract under which this Agreement is funded or in the event the County has been notified that an audit or investigation of the State Contract, until the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, or until final settlement, whichever is later.
- IV.** Contractor shall also maintain adequate patient records for each client (“client records”) in sufficient detail to permit an evaluation of services, which shall include, but are not limited to: intake/admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, problem lists, treatment plans, records of client interviews, client grievance and appeal records, and records of all services provided. Such records shall also comply with all applicable federal, state, and County record retention requirements. If applicable, Contractor shall comply with federal, state, and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to their healthcare records in compliance with all applicable federal, state, and County regulations.
- V.** All client records shall be kept for whichever time period listed below is longer:

 - A.** ten (10) years from the term end date of the State Contract under which Agreement is funded or;
 - B.** in the event the County has been notified that an audit or investigation of the State Contract, until 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
 - C.** ten (10) years from the patient’s date of discharge, if the patient is 18 years old or older when they are discharged; or
 - D.** until the client’s 28th birthday, if the client was treated and discharged while they were a minor;
or
 - E.** 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. In the event that 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.

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- VI.** 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 all records within seven calendar days of such end date. If applicable, electronic health care records shall be made available to the County in an electronic format readable by the County.
- VII.** See Article 6 and Article 7 for requirements regarding access to records.
- VIII.** All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
- IX.** Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
- X.** Contractor shall comply with Article 14 any applicable County, state or federal regulations regarding the confidentiality, privacy and security of client records including the relinquishing or maintenance of PHI or other protected information.

[END ARTICLE 5]

ARTICLE 6. RIGHT TO MONITOR/AUDIT

- I.** County, including a department, division or appointee thereof, DHCS, CMS, United States Department of Health and Human Services (US DHHS), including the Office of the Inspector General (OIG), the Comptroller General of the United States, the California State Auditor General and any other authorized federal and state agencies, and/or their duly authorized designees (“Monitors/Auditors”) shall have absolute right to inspect, monitor, and audit Contractor’s performance under this Agreement.
- II.** Contractor shall maintain and make all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items available as requested. Full cooperation shall be given by the Contractor to facilitate any review, inspection, monitoring, or audit conducted, according to this Agreement. Contractor shall make all of its employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by Monitors/Auditors, including access to any employees who might reasonably have information related to Contractor’s performance under this Agreement.
- III.** This right to inspect, monitor, and audit will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. [42 CFR §438.230(c)(3)(I)-(ii)]. 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 [See Cal. Govt. Code §8546.7.]
- IV.** Contractor shall provide Monitors/Auditors with all reasonable facilities and assistance for the safety and convenience of the Auditors in the performance of their duties.
- V.** Monitors/Auditors may inspect, monitor, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The inspection shall occur at the Contractor’s place of business, premises or physical facilities [42 CFR §438.230(c)(3)(iv)]. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of County or authorized federal and state agencies.
- VI.** Any failure or refusal by Contractor to permit access to any employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, other electronic systems, or other information required to be provided to the Monitors/Auditors shall constitute an express and immediate breach of this Agreement.
- VII.** Contractor shall notify County of any scheduled or unscheduled external inspection, evaluation, monitoring, and audit when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
- VIII.** This Article shall survive the termination or completion of this Agreement for the full period of time allowed by law.

[END ARTICLE 6]

ARTICLE 7. PROGRAM EVALUATION

I. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE COUNTY

- A.** In addition to the auditing and monitoring provisions of Article 6, County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.
- B.** County reserves the right to place Contractor on probationary status should Contractor fail to meet performance requirements, which includes, but is not limited to, violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
- C.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when any Monitors/Auditor determines Contractor has not performed satisfactorily
- D.** Contractor shall cooperate with County in the implementation, evaluation, monitoring and auditing of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from the Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
- E.** See also Article 5 and Article 6.

II. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE CONTRACTOR

- A.** Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.
- B.** Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

III. CONFIDENTIALITY IN THE PROGRAM EVALUATION ACTIVITIES

- A.** Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA, 42 CFR Part 2, and California Welfare and Institutions Code §5328, to the extent that these requirements are applicable. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.

- B.** Contractor’s fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
- C.** Contractor’s records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.
- D.** See also Article 14.

IV. CHART AUDITING/RECOUPMENT

- A.** County will conduct periodic audits of Contractor charts to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
- B.** Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - 1.** Identification of Fraud, Waste or Abuse as defined in federal regulation.
 - a.** Fraud and abuse are defined in Code of Federal Regulations, Title 42, §455.2 and California Welfare and Institutions Code §14107.11, subdivision (d).
 - b.** Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf.
 - 2.** Identification of Fraud, Waste or Abuse as defined in California regulation. See California False Claims Act [Cal. Govt. Code §§ 12650 et seq.]
 - 3.** Overpayment of Contractor by County due to errors in claiming or documentation.
 - 4.** Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and published on the DHCS BHIM website.
- C.** Contractor shall reimburse County for all overpayments identified by Contractor, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
- D.** See also Exhibit **B-1**.

[END ARTICLE 7]

ARTICLE 8. CLIENT PROTECTIONS

I. CLIENTS' RIGHTS

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in California Welfare and Institutions Code sections 5325 et seq; California Code of Regulations (CCR), Title 9 Sections 861, 862, 883, 884; CCR, Title 22, Sections 72453 and 72527; and Title 42 of the Code of Federal Regulations (CFR) Part 438 section 438.100.

II. GRIEVANCES, APPEALS, AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- A.** Contractor shall be responsible for processing any client grievances (as defined per Title 42 of the Code of Federal Regulations Part 438, section 438.400) that are directly expressed to the contractor, unless the client requests it be processed by the County or the nature of the grievance makes it more appropriately processed by the County. When processing client grievances, Contractor shall follow all requirements, including requirements to report to DHCS and Yolo County Quality Management, as set forth in the County's governing beneficiary protections policy and procedures.
- B.** Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- C.** Aligned with Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN) 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractors within the specified timeframes using the template provided by County.
- D.** Contractors are responsible for issuing the following types of NOABDs directly to beneficiaries: Denial Notices, Delivery System, Termination Notices, Timely Access Notices, and NOABD Grievance and Appeal Timely Resolution Notices (as they relate to grievances made directly with the Contractor) in alignment with the County's governing beneficiary protections policy and procedures, MHSUDS 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404.
- E.** NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and County.
- F.** Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per Title 42 of the Code of Federal Regulations Part 438, Subpart F [42 CFR §§438.400 – 438.424.]
- G.** Contractor must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
- H.** Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to County and available upon request to DHCS.

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III. ADVANCE DIRECTIVES

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of Title 42 of the Code of Federal Regulations Part 438, sections 422.128 and 438.6(i) (1), (3) and (4). Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management> and are hereby incorporated by this reference.]

IV. CONTINUITY OF CARE

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

[END ARTICLE 8]

ARTICLE 9. PROGRAM INTEGRITY

I. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of Title 42 of the Code of Federal Regulations Part 438 sections 438.604, 438.606, 438.608 and 438.610. [See 42 CFR §438.600 (b).]

II. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

- A.** Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider’s privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- B.** Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
- C.** Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations Part 438 section 438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D.** Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - 1.** Any limitations or inabilities that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
 - 2.** A history of loss of license or felony convictions;
 - 3.** A history of loss or limitation of privileges or disciplinary activity;
 - 4.** A lack of present illegal drug use; and
 - 5.** The application’s accuracy and completeness
- E.** Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.
- F.** Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County’s Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
- G.** Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County’s uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

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III. SCREENING AND ENROLLMENT REQUIREMENTS

- A.** County shall ensure that all Contractor providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of Title 42 of the Code of Federal Regulations Part 455, subparts B and E. [42 CFR §438.608(b).]
- B.** County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor, of up to 120 days but must terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients [42 CFR §438.602(b)(2).]
- C.** Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and Title 42 of the Code of Federal Regulations section 455.434(a). Contractor shall provide evidence of completed consents when requested by County, DHCS or the US DHHS.

IV. COMPLIANCE PROGRAM REQUIREMENTS

- A.** Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per Title 42 of the Code of Federal Regulations section 438.608(a)(1), 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 the Agreement, and all applicable federal and state requirements.
 - 2.** A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
 - 3.** A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
 - 4.** A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
 - 5.** Effective lines of communication between the Compliance Officer 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, corrections of such problems promptly and thoroughly to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
 - 8.** The requirement for prompt reporting and repayment of any overpayments identified.
- B.** Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to County including but not limited to:

1. Any potential fraud, waste, or abuse per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(7) and Cal. Govt. Code Section 12650 et seq.
 2. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(2).
 3. Information about change in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per Title 42 of the Code of Federal Regulations section 438.608(a)(3).
 4. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per Title 42 of the Code of Federal Regulations section 438.608 (a)(6).
- C. Contractor shall implement written policies that provide detailed information about the False Claims Act and other federal and state Laws described in section 1902(a)(68) of the False Claims Act, including information about rights of employees to be protected as whistleblowers.
- D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
- E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with Title 42 of the Code of Federal Regulations section 455.23. [42 CFR §438.608 (a)(8).]
- F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to County within 60 calendar days after the date on which the overpayment was identified. [42 CFR §438.608 (a)(2), (c)(3).]

V. INTEGRITY DISCLOSURES

- A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. [42 CFR §§455.104, 455.105, and 455.106.]
- B. Upon the execution of this Agreement, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to County within 35 days of the change. [42 CFR §455.104.]
- C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
1. Disclosure of 5% or More Ownership Interest:
 - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security Number must be disclosed.

VI. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTHCARE PROGRAM

- A.** Prior to the effective date of this Agreement, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either section 1128 or 1128A of the Social Security Act. Failure to certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Agreement.
- B.** Contractor shall certify, prior to the Effective Date of this Agreement, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations section 438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
1. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
 2. www.sam.gov/portal/SAM - GSA Exclusions Extract
 3. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
 4. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
 5. any other database required by DHCS or DHHS.
- C.** Contractor shall certify, prior to the execution of the Agreement, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by County, DHCS or the US DHHS. <https://www.ssdmf.com/> - Social Security Death Master File
- D.** Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- E.** Contractor shall screen and revalidate annually all network providers in accordance with the requirements of Title 42 of the Code of Federal Regulations Part 455, Subparts B and E.
- F.** Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of Title 42 of the Code of Federal Regulations section 455.436.
- G.** If a Contractor finds a provider that is Excluded, it must promptly notify County as per Title 42 of the Code of Federal Regulations section 438.608(a)(2), (4). Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

[END ARTICLE 9]

ARTICLE 10. QUALITY IMPROVEMENT PROGRAM

I. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

- A.** Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program [42 CFR §438.330(a)] and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- B.** Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs) and the County's BH Quality Improvement Committee, as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- C.** Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - 1.** Surveying client/family satisfaction with the Contractor's services at least annually.
 - 2.** Evaluating client grievances, appeals and State Hearings at least annually.
 - 3.** Evaluating requests to change persons providing services at least annually.
 - 4.** Informing the County and clients of the results of client/family satisfaction activities.
- D.** Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- E.** Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- F.** Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- G.** Contractor shall attend and participate in County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- H.** Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- I.** Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, which are

conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. [42 CFR §§438.350(a) and 438.320.]

II. NETWORK ADEQUACY

- A.** The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. [42 CFR §438.206 (a), (c).]
- B.** Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
- C.** Contractor shall submit updated network adequacy information to County any time there has been a significant change that would affect the adequacy and capacity of services and as requested by County. Significant changes include, but are not limited to, changes in services or providers available to clients, and changes in geographic service area.
- D.** To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 CFR §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.

III. TIMELY ACCESS

- A.** Contractor shall comply with the requirements set forth in California Code of Regulations (CCR), Title 9, section 1810.405, including meeting standards of the County and the State Contracts for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- B.** Timely access standards include:
 - 1.** Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
 - 2.** Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
 - 3.** Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
 - 4.** Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the

date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client’s record that a longer waiting period will not have a detrimental impact on the health of the client.
6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

IV. PRACTICE GUIDELINES

- A. Contractor shall adopt practice guidelines (or adopt County’s practice guidelines) that meet the following requirements:
 1. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 2. They consider the needs of the clients;
 3. They are adopted in consultation with contracting health care professionals; and
 4. They are reviewed and updated periodically as appropriate [42 CFR §438.236(b) & 9 CCR §1810.326].
- B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients [42 CFR §438.236(c).]

V. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS’ Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children’s Health Insurance Program (CHIP) Managed Care Final Rule.
- B. SMHS licensed individuals required to enroll via the “Ordering, Referring and Prescribing” (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

VI. PHYSICIAN INCENTIVE PLAN

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of Title 42 of the Code of Federal Regulations Part 438, section 438.6(c).

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VII. REPORTING UNUSUAL OCCURRENCES

- A.** Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
- B.** Unusual occurrences are to be reported to County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:
 - 1.** Complete written description of event including outcome;
 - 2.** Written report of Contractor’s investigation and conclusions;
 - 3.** List of persons directly involved and/or with direct knowledge of the event.
- C.** County and DHCS retain the right to independently investigate unusual occurrences and the Contractor will cooperate in the conduct of such independent investigations.

[END ARTICLE 10]

ARTICLE 11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

- I.** County will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.
- II.** County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.
- III.** County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor’s request to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement.
- IV.** Any requests for technical assistance by Contractor regarding any part of this Agreement shall be emailed to the Contract Administrator listed in Article 2, Section III.B and the HHSA Behavioral Health Quality Management team at HHSAQualityManagement@yolocounty.org.
- V.** Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance trainings within the first 30 days of their first day of work. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.
 - A.** These trainings shall be conducted by County or, at County’s discretion, by Contractor staff, or both, and may address any standards contained in this agreement.
 - B.** Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting client care or medical items or services.
- VI.** Contractor shall require all staff who deliver Medi-Cal billable services, and management staff who oversee such programs, to complete all CalAIM trainings related to their role, via CalMHSA’s Learning Management System, within 30 days of their first day of work.

[END ARTICLE 11]

ARTICLE 12. FINANCIAL TERMS

I. CLAIMING/INVOICING -See Exhibit B-1 and Exhibit B-2.

II. ADDITIONAL FINANCIAL REQUIREMENTS

- A.** County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations. See also Article 5, Article 6 and Article 7 of this Agreement.
- B.** Contractor must comply with the False Claims Act employee training and policy requirements set forth in Title 42 of the United States Code section 1396a(a)(68) and as the Secretary of the US DHHS may specify.
- C.** Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- D.** Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when County failed to suspend payments during an investigation of a credible allegation of fraud [42 USC §1396b(i)(2).]

III. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

- A.** Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- B.** Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

IV. FINANCIAL AUDIT REPORTING REQUIREMENTS

- A.** Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to: HHSA-BHClaims@yolocounty.org.
- B.** If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in Title 2 of the Code of Federal section 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in Title 2 of the Code of Federal section 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- C.** Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through County. County programs must be identified by

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Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

- D.** Contractor shall provide these Audited Financial Reports including all attachments to the report, the management letter, and corresponding response by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.
- E.** Contractor must submit any required corrective action plan to County simultaneously with the audit report or as soon thereafter as it is available. County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.
- F.** 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. Method of Repayment is detailed in Exhibit B-1.

[END ARTICLE 12]

ARTICLE 13. ADDITIONAL FINAL RULE PROVISIONS

I. NON-DISCRIMINATION

- A.** Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as Title 42 of the Code of Federal Regulations Part 438, sections 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
- B.** Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

II. PHYSICAL ACCESSIBILITY

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

III. APPLICABLE FEES

- A.** Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
- B.** Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
- C.** Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments [Cal. Code Regs., tit. 9, §1810.365(c).]
- D.** The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in per Title 42 of the Code of Federal Regulations Part 438, section 438.106.

IV. CULTURAL COMPETENCE

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

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V. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. [42 CFR §438.10(c)(1).] Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with Title 42 of the Code of Federal Regulations section 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with Title 42 of the Code of Federal Regulations section 438.10.
2. Contractor shall provide the required information in this section to each client receiving SUD services under this Agreement and upon request.
3. Contractor shall utilize County’s website that provides the content required in this section and Title 42 of the Code of Federal Regulations section 438.10 and complies with all the requirements regarding the same set forth in Title 42 of the Code of Federal Regulations section 438.10.
4. Contractor shall use DHCS/County developed model beneficiary handbook and client notices. [42 CFR §§438.10(c)(4)(ii), 438.62(b)(3).]
5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - a. The format is readily accessible;
 - b. The information is placed in a location on the Contractor’s website that is prominent and readily accessible;
 - c. The information is provided in an electronic form which can be electronically retained and printed;
 - d. The information is consistent with the content and language requirements of this Agreement;
 - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within five business days. [42 CFR §438.10(c)(6).]

B. Language and Format

1. 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).]
2. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
3. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor’s mental health education materials, available in the prevalent non-English languages in County. [42 CFR §438.10(d)(3).]

- a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. [See 42 CFR §438.10(d)(5)(i), (iii); Calif. Welf. & Instit. Code §14727(a)(1); 9 CCR §1810.410(e)(4).]
4. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. [42 CFR §438.10(d)(3)- (4).]
5. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 CFR §438.10(d)(2), (4)-(5).
6. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

1. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
 - a. Guide to Medi-Cal Mental Health Services
 - b. County Beneficiary Handbook (BHIN 22-060)
 - c. Provider Directory
 - d. Advance Health Care Directive Form (required for adult clients only)
 - e. Notice of Language Assistance Services available upon request at no cost to the client
 - f. Language Taglines
 - g. Grievance/Appeal Process and Form
 - h. Notice of Privacy Practices
 - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21).
2. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services.
3. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
4. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
5. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

6. Informing materials will be considered provided to the client if Contractor does one or more of the following:
 - a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
 - b. Mails a printed copy of the information upon the client's request to the client's mailing address;
 - c. Provides the information by email after obtaining the client's agreement to receive the information by email;
 - d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
 - e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

1. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
2. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 CFR §438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 CFR §438.10(h)(3)(i).
3. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.
4. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

[END ARTICLE 13]

ARTICLE 14. DATA, PRIVACY AND SECURITY REQUIREMENTS

I. CONFIDENTIALITY AND SECURE COMMUNICATIONS

- A.** Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Confidentiality of Medical Information Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
- B.** Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- C.** Contractor shall have all employees read and enter into a “Confidentiality and Privacy Agreement for Behavioral Health Services Employees and Contractors” available to Contractor at <https://www.yolocounty.org/home/showpublisheddocument/53795/636718368487830000>.
- D.** Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
- E.** Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management> and are hereby incorporated by this reference.]

II. ELECTRONIC PRIVACY AND SECURITY

- A.** Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor’s email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- B.** Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- C.** Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- D.** If Contractor’s staff will enter data into any County electronic systems, Contractor shall ensure said staff are trained prior to entering and/or maintaining data within the County’s electronic systems.

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III. BUSINESS ASSOCIATES AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT

- A.** Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of County and shall comply with the applicable provisions set forth in the Business Associates/Qualified Service Organization Agreement attached hereto as Exhibit D.

- B.** Contractor shall follow all requirements listed within the Business Associates/Qualified Service Organization Agreement and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold County harmless for any breaches or violations. Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management> and are hereby incorporated by this reference.]

[END ARTICLE 14]

ARTICLE 15. PERFORMANCE OUTCOMES AND OTHER REPORTS

- I.** Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested including providing outcome measures as specified in Exhibit E.

- II.** Contractor shall also work collaboratively with County to develop process benchmarks and monitor progress in the following areas:
 - A.** Contractor will collaborate with County in the collection and reporting of performance outcomes data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS. Measures relevant to this Agreement are indicated below (check all that apply):
 - Adherence to Antipsychotic Medications for Individuals with Schizophrenia (BH Core Set measure SAA-AD)
 - Antidepressant Medication Management (BH Core Set measure AMM-AD)
 - Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (BH Core Set measure APP-CH)
 - Follow-Up After Hospitalization for Mental Illness (BH Core Set measure FUH)
 - Percentage of clients offered timely initial appointments, and timely psychiatry appointments, by child and adult.
 - Percentage of high-cost clients receiving case management services
 - Follow up After Emergency Department Visit for Mental Illness (FUM)

- III.** Contractor shall submit to County the following listed reports. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

A. Practitioner Information Report

- 1.** A Practitioner Information Report must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

- 2.** A Practitioner Information Report as shall include the following:
 - a.** Practitioner Enrollment Form: available on the Yolo County website, or by request to HHSQualityManagement@yolocounty.org

 - b.** Supporting Documentation: 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/>.

 - c.** Additional documents may be required for specific provider classifications.

- 3.** The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHSA, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to: HHSQualityManagement@yolocounty.org.

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B. Annual Training Report

This report shall summarize all training provided to Contractor's staff . Due date: July 31, following the completion of a fiscal year. Submit electronically via email to: HHSQualityManagement@yolocounty.org.

C. Equipment Report (See Article 2. Section XVII.)

Due date: July 31, following the completion of a fiscal year. .Submit electronically via email to: HHS-BHClaims@yolocounty.org.

D. Certified Audited Financial Reports

Due Date: by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.

E. 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.

[END ARTICLE 15]

ARTICLE 16. OTHER STATE AND FEDERAL LAWS AND REGULATIONS

- I.** Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and sub-regulatory guidance, as from time to time amended, including but not limited to the applicable provisions of:
 - A.** the State Contracts, which are attached hereto as Attachments I & II and are hereby incorporated by this reference, including provisions not specifically set forth in this Agreement.
 - B.** applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County’s state or federal contracts governing client services.
 - C.** California Code of Regulations, Title 9;
 - D.** California Code of Regulations, Title 22;
 - E.** California Welfare and Institutions Code, Division 5;
 - F.** United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
 - G.** United States Code of Federal Regulations, Title 45;
 - H.** United States Code, Title 42 (The Public Health and Welfare), as applicable;
 - I.** Balanced Budget Act of 1997;
 - J.** Health Insurance Portability and Accountability Act (HIPAA); and
 - K.** Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County’s, state or federal contracts governing client services.

II. ADDITIONAL REQUIREMENTS FOR FEDERALLY FUNDED AGREEMENTS

A. No Obligation by the Federal Government.

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

B. 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 County and understands and agrees that 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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C. Federal Water Pollution Control Act

1. 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.
2. The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.

III. ONGOING CONFORMANCE

In the event any law, regulation, or guidance referred to above or throughout this Agreement, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement

[END ARTICLE 16]

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ARTICLE 17. ADDITIONAL REQUIREMENTS FOR MENTAL HEALTH SERVICES ACT (MHSA) FUNDED AGREEMENTS

I. PEI DATA COLLECTION & REPORTING

Contractors who provide Prevention and Early Intervention programs (PEI) under MHSA shall complete and submit required Data Performance Measure report quarterly on the form specified by the County.

II. INFORMATION CONFIDENTIALITY, SECURITY, AND PRIVACY REQUIREMENTS

Contractor shall comply with the information confidentiality, security and privacy requirements as specified in the State Contracts including but not limited to the exhibits D and E of the DHCS/Yolo Performance Agreement attached hereto as Attachment II.

[END ARTICLE 17]

ARTICLE 18. ADDITIONAL REQUIREMENTS FOR WRAPAROUND APPROACH SERVICES

I. Contractor shall provide Wraparound Approach Services

1. per Senate Bill (SB) 163 Wraparound Approach Services [as defined in the Cal. Welf. & Inst. Code, Division 9, Part 6, Chapter 4].
2. in manner compliant with the California Wraparound Standards promulgated by the State of California, Department of Social Services Information Notice I-52-15, dated July 29, 2015 and I-15-18, dated March 23, 2018 I-15-18;

II. Contractor shall ensure Wraparound Approach Services provide the following:

1. **Child and Family Team (CFT):** Ensures that the Wraparound Facilitator rapidly identifies and engages a CFT identified by both the youth and the family who will work with the family throughout the Wraparound process. The Wraparound team will work with the youth/family to identify and locate additional family members and other natural supports and engage them in the CFT process.
2. **Child & Family Team (CFT) Meetings:** The core Wraparound team (Facilitator, Specialist, Family and Youth Partner) will hold regular CFT meetings as indicated to be necessary.
3. **Crisis Intervention:** Ensure that the Wraparound team provides crisis intervention and management on a 24-hour basis, seven days a week, to achieve security from threat of danger, harm or loss.
4. **Case Management:** Ensure that the Wraparound team provides intensive case management that includes leveraging additional resources to meet needs in all areas of the youth and family’s life, in addition to traditional case management services such as referrals, coordination, and monitoring.
5. **Services Delivery:** Ensure the Wraparound team conducts holistic planning and interventions. Interventions will be customized to improve family and youth functioning across multiple life domains including, but not limited to: safety, family life, social and recreational opportunities, housing, economic stability, educational/vocational success, medical, legal, spiritual and psychological/emotional needs.
6. **Transitional Support:** Transition planning occurs from the beginning of services and ensures involvement of key support persons who can provide enduring support and access resources over time as a primary goal of the Wraparound process.

III. Contractor shall ensure Wraparound Approach Services are provided within the following Wraparound Approach Services Phases and Timelines

1. **Phase 1 – Engagement and Team Preparation:** Establishes the Child and Family Team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. (Typically, 1-2 weeks)
 - a. The primary intervention method is the engagement of the child and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de-escalation and stabilization. The child and family are supported to identify their initial goals and the requirements of the courts, as applicable.

2. **Phase 2 – Initial Plan Development:** Establishes the initial plans and intervention strategies, using Agreement Between County of Yolo and _____ FY yyyy-xx

the resources of the team and the community. (Typically, 1-2 weeks)

- a. Safety issues are explored more deeply with specific plans for long-term management of those issues. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the Child and Family Plan. The team supports early successes to encourage motivation and a sense of hope.
3. *Phase 3 – Implementation: Refines and continues the work done in Phase 2. (Typically, 6 to 9 months)*
 - a. Strategies are tried, refined, and replaced. As needs are resolved, additional goals and needs are prioritized. Group trust and cohesion can become an issue as the team struggles to find effective approaches to complex problems without reverting to previously used approaches and resources.
 - b. Strategies primarily involve positive behavioral interventions, building on strengths and preferences. Cognitive tools and methods are incorporated to strengthen self-management skills of children and adults. Parent education and self-help support is essential.
4. *Phase 4 – Transition: Focuses on transition (Typically, 1 to 2 months)*
 - a. While transition planning is addressed from the beginning of service, Phase 4 ensures that as Wraparound completes its work, safety plans are in place and aftercare resources are identified as necessary. Celebration throughout the wraparound process cements confidence and mastery.
 - b. Throughout the Wraparound process, identify and involve individuals who will continue to be available to support the child and family when the Wraparound services are complete.
 - c. Identify aftercare resources that are needed to address the child’s and family’s ongoing needs (e.g. medication supports; mental health/substance abuse treatment), and link the child and family to those resources.
 - d. Teach the family how to plan ahead for predictable crisis and how to develop a plan for responding when unexpected problems occur.
 - e. Total length of stay in Wraparound will average no longer than twelve (12) months; however, discharge will be discussed with the Interagency Placement Committee (IPC) Team, and determined through evaluation of the child and the family’s response to service and attainment of service objectives.

IV. VENDOR ASSURANCE OF COMPLIANCE-NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

1. By signing this Agreement, Contractor:

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California

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Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

[END ARTICLE 18]

SIGNATURES BELOW

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IN WITNESS WHEREOF, the Agreement is made and entered into as of the last date signed below This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by DocuSign, PDF or email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

CONTRACTOR

COUNTY OF YOLO

By _____
Signatory of Contractor
Title of Signatory

By _____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Date: _____

Nolan Sullivan, Director
Health and Human Services Agency

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 WORK

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

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

Company Name	Company Name.
Address	Address
Address	Address
Service Hours:	Service Hours:
Provider Number:	Provider Number:
NPI Number:	NPI Number:

II. PURPOSE

To provide administrative and direct program services to County’s Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations and as further described herein.

For clients under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).

III. TARGET POPULATION

TBD

IV. SERVICES

A. Contractor shall provide the following medically necessary covered specialty mental health services as defined in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf> , or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

B. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

C.

V. REQUIREMENTS

EXHIBIT B.1 TERMS OF PAYMENT

I. **THIRD PARTY PAYMENTS** (See also Article 12, Paragraph III of this Agreement.)

When 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.

II. **AVAILABLE FUNDING**

County shall utilize appropriate funds to pay Contractor for any approved claims. SMHS eligible services are eligible for Federal Financial Participation (FFP) by the Medi-Cal program.

III. **TRACKING UNITS OF SERVICE AND CLAIMING**

I. Contractor shall establish an internal tracking system that will accurately track and maintain units of service.

II. 1. If the Contractor has access to AVATAR, Contractor shall also enter service and claims data into AVATAR, in the format specified by the County and within the timeframes established by County. Timely documentation expectations, per CalAIM, are within three (3) business days for routine services and twenty-four (24) hours for urgent services.

2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to HHS-BHClaims@yolocounty.org.

III. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the then current DHCS Billing Manual for the available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, which may be amended from time to time. The use of the codes is subject to change in accordance with changes in federal, state or County guidelines.

IV. Contractor shall maximize the FFP reimbursement by claiming all possible Drug Medi-Cal services and correcting denied services for resubmission as needed.

V. Non Medi-Cal billable WRAP services shall be tracked and claimed using the codes provided in Exhibit B-2.

IV. **INVOICING**

A. Invoices shall be submitted to County no later than thirty (30) days after completion of the month in which the claimed services have been rendered. (i.e. invoices for services provided in July must be submitted via email by August 30, invoices for services provided in August must be submitted via email by September 30, etc.)

B. Invoices for claimed services 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.

- C.** 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.
- D.** County reserves the right to deny any late claim. Any late claims submitted to County must be submitted separately from the regular monthly claim, grouped by month of service, and supported with evidence of good cause.
- E.** Invoices for payment may be submitted to County in an electronic format at HHS.AccountsPayable@yolocounty.org. All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential client information, the invoice and supporting documentation must be encrypted for transmission.
- F.** Contractor shall submit a monthly invoice in accordance with these Terms of Payment. Invoices shall be complete and accurate and must include all required information regarding the claimed services, including:
 - 1.** The invoice must be accompanied with the following required supporting documentation.
 - a.** Completed Yolo County Claim Form
 - b.** AVATAR Client Template Report (if Contractor has access to AVATAR)
 - c.** AVATAR Client Daily Charges Report (if Contractor has access to AVATAR)
 - d.** AVATAR Client Template Form (if Contractor does not have access to AVATAR)
 - e.** Medi-Cal Swipes (determine if client is a Yolo County beneficiary)
 - f.** If applicable, Explanation of Benefits (EOB) (determine if client has MediCare or other health coverage)
 - 2.** Upon request by County, Contractor shall also provide additional supporting documentation which may include, but is not necessarily limited to:
 - a.** written authorization for services,
 - b.** daily transactions certified by the individual service providers,
 - c.** progress notes,
 - d.** time sheets,
 - e.** labor distribution,
 - f.** general-ledger printouts.
 - 3.** For MHSA funded agreements, Contractor shall also provide the MHSA information as specified by the County on the Yolo County Claim Form.
- G.** All supporting documentation created by Contractor must be retained for audit purposes, as specified in Article 5 and Article 6, even if not requested by County during the claiming/invoicing process.

V. PAYMENTS

- A.** Monthly payments for invoiced outpatient services shall be based on the units of time assigned to each CPT or HCPCS code provided by a specific provider type entered in AVATAR multiplied by the outpatient service rates in Exhibit B-2. Invoices for daily services based on CPT or HCPCS code shall be based on the number of service days multiplied by the daily rates in Exhibit B-2.

- B.** County shall make payments to Contractor for services claimed and invoiced by Contractor prior to submitting a claim for FFP reimbursement.
 - 1. In the event any FFP claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval.
 - 2. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of FFP denied/rejected claims.
 - 3. Contractor disallowances are the Contractor's fiscal and programmatic responsibility, per Section VII., below.
- C.** County's payments to Contractor for performance of invoiced services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 7 and this Exhibit B-1, Section VII.

OR

V. PAYMENTS

A. For Medi-Cal Billable Services

- 1. Monthly payments for invoiced outpatient services shall be based on the units of time assigned to each CPT or HCPCS code provided by a specific provider type entered in AVATAR multiplied by the outpatient service rates in Exhibit B-2. Invoices for daily services based on CPT or HCPCS code shall be based on the number of service days multiplied by the daily rates in Exhibit B-2.
 - 2. County shall make payments to Contractor for services claimed and invoiced by Contractor prior to submitting a claim for FFP reimbursement.
- B. For Non Medi-Cal Billable MHSA Services (Non-Specialty Mental Health, Physical Health and Outreach Services) as provided in Exhibit A,** at the three WCC campuses, Contractor shall track these expenses separately from specialty mental health Medi-Cal Billable Services, and County shall pay Contractor for actual expenditures that have been authorized and provided in accordance with the provisions of this Agreement including the contract budget in Exhibit B-2.

OR

For Non Medi-Cal Billable Full Service Partnership Services such as client support services as provided in Exhibit A, Contractor shall track these expenses separately from specialty mental health Medi-Cal Billable Services and County shall pay Contractor for actual expenditures that have been authorized and provided in accordance with the provisions of this Agreement including the contract budget in Exhibit B-2.

OR

For Non Medi-Cal Billable WRAP services as provided in Exhibit A, Contractor shall track these expenses separately from specialty mental health Medi-Cal Billable Services and County shall pay Contractor for actual expenditures that have been authorized and provided in accordance with the provisions of this Agreement including the contract budget in Exhibit B-2.

- C. 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.
- D. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of denied/rejected claims.
- E. Contractor disallowances are the Contractor's fiscal and programmatic responsibility, per Section VII., below.
- F. County's payments to Contractor for performance of invoiced services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 7 and this Exhibit B-1, Section VII.

VI. NONCOMPLIANCE

- A. SMHS Medi-Cal services may only be provided by Contractor at specific sites as approved by County and DHCS. Contractor shall ensure that claiming for each Contractor site has been approved by County and DHCS prior to SMHS Medi-Cal service delivery. In no event shall County pay Contractor for SMHS Medi-Cal services that were not approved by County and DHCS for a specific site.
- B. In the event that 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.

VII. REPAYMENT/RECOUPMENT

- A. 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, including denials for FFP reimbursement to County due to Contractor's failure to submit timely claims and invoices.
- B. Any such disallowance related to the current term of this Agreement will be due and payable immediately to 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.
- C. 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.
- D. In the event that 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 County for any balance due based on a payment plan negotiated with and approved by the Director.

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VIII. ADDITIONAL PROVISIONS

- A.** Contractor shall hold harmless the federal and/or state governments and clients in the event that County does not pay for services in accordance with this Agreement.
- B.** 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.
- C.** See also Article 11 FINANCIAL TERMS of this Agreement.

[End Exhibit B-1]

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EXHIBIT B-2 RATE SCHEDULE(S)

I. Rates for Medi-Cal Billable Services

SMHS Outpatient Services Hourly Rates (FY23/24)	
Provider Type	Hourly Rate
Psychiatrist	\$1,118.69/hour
Physician’s Assistant	\$463.24/hour
Nurse Practitioner	\$513.62/hour
Registered Nurse	\$419.54/hour
Certified Nurse Specialist	\$513.62/hour
Licensed Vocation Nurse	\$220.39/hour
Pharmacist	\$494.40/hour
Licensed Psychiatric Technician	\$188.95/hour
Psychologist (licensed/pre-licensed)	\$415.39/hour
Licensed Practitioner of the Healing Arts (LMFT/AMFT, LPCC/APCC, LCSW/ACSW)	\$268.81/hour
Occupational Therapist	\$357.82/hour
Mental Health Rehab Specialist	\$202.25/hour
Certified Peer Recovery Specialist	\$212.35/hour
Other Qualified Providers (i.e., MHW)	\$202.25/hour
SMHS Residential Services Daily Rates (FY23/24)	
Level of Care	Daily Rate
Psychiatric Health Facility	\$1,055/day
Adult Crisis Residential	\$340/day
Adult Residential	\$179/day
Crisis Stabilization: Urgent Care	\$260/day

[End Exhibit B-2]

EXHIBIT B-2 RATE SCHEDULE(S)/CONTRACT BUDGET(S)

I. Rates for Medi-Cal Billable Services

SMHS Outpatient Services Hourly Rates (FY23/24)	
Provider Type	Hourly Rate
Psychiatrist	\$1,118.69/hour
Physician's Assistant	\$463.24/hour
Nurse Practitioner	\$513.62/hour
Registered Nurse	\$419.54/hour
Certified Nurse Specialist	\$513.62/hour
Licensed Vocation Nurse	\$220.39/hour
Pharmacist	\$494.40/hour
Licensed Psychiatric Technician	\$188.95/hour
Psychologist (licensed/pre-licensed)	\$415.39/hour
Licensed Practitioner of the Healing Arts (LMFT/AMFT, LPCC/APCC, LCSW/ACSW)	\$268.81/hour
Occupational Therapist	\$357.82/hour
Mental Health Rehab Specialist	\$202.25/hour
Certified Peer Recovery Specialist	\$212.35/hour
Other Qualified Providers (i.e., MHW)	\$202.25/hour
SMHS Residential Services Daily Rates (FY23/24)	
Level of Care	Daily Rate
Psychiatric Health Facility	\$1,055/day
Adult Crisis Residential	\$340/day
Adult Residential	\$179/day
Crisis Stabilization: Urgent Care	\$260/day

II. Contract Budget for Non Medi-Cal Billable Full Service Partnership Services

Services		
	Cost Items	Fiscal Year Date through Date
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$0
3	Direct to Clients	\$0
4	Total*	\$0

*Contractor may only be reimbursed for Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Medi-Cal billable services are included in this Contract Budget, including any indirect costs.

[End Exhibit B-2]

EXHIBIT B-2 RATE SCHEDULES/CONTRACT BUDGET(S)

I. Rates for Medi-Cal Billable Services

SMHS Outpatient Services Hourly Rates (FY23/24)	
Provider Type	Hourly Rate
Psychiatrist	\$1,118.69/hour
Physician’s Assistant	\$463.24/hour
Nurse Practitioner	\$513.62/hour
Registered Nurse	\$419.54/hour
Certified Nurse Specialist	\$513.62/hour
Licensed Vocation Nurse	\$220.39/hour
Pharmacist	\$494.40/hour
Licensed Psychiatric Technician	\$188.95/hour
Psychologist (licensed/pre-licensed)	\$415.39/hour
Licensed Practitioner of the Healing Arts (LMFT/AMFT, LPCC/APCC, LCSW/ACSW)	\$268.81/hour
Occupational Therapist	\$357.82/hour
Mental Health Rehab Specialist	\$202.25/hour
Certified Peer Recovery Specialist	\$212.35/hour
Other Qualified Providers (i.e., MHW)	\$202.25/hour
SMHS Residential Services Daily Rates (FY23/24)	
Level of Care	Daily Rate
Psychiatric Health Facility	\$1,055/day
Adult Crisis Residential	\$340/day
Adult Residential	\$179/day
Crisis Stabilization: Urgent Care	\$260/day

II. Codes for Non Medi-Cal WRAP services

CODE NO.	CODE NAME/DESCRIPTION	ACTIVITY CODE
1381	CWS – SPMP	45108138060
	<p>These activities will be performed by a SPMP* qualified person. This includes selected activities to help children who are Medi-Cal eligible, including children in foster care, to gain access to services covered by the state Medi-Cal plan in order to reduce their risk of poor health outcome. These activities will not duplicate Targeted Case Management (TCM) activities provided through the State Plan. These activities require the use of medical expertise and include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Development, implementation and management of health related service plans for Medi-Cal covered services; 2. Interagency coordination and liaison with Medi-Cal providers to improve the Medi-Cal service delivery system; 3. Completing, updating, and disseminating any paperwork necessary to completion of these activities; and 4. Receiving or providing training related to these activities 	

	<p>*NOTE: SPMP performing non-enhanced health related activities also record this time to Time Study Code 1441-1444.</p> <p>The criteria to be considered Skilled Professional Medical Personnel (SPMP) are as follows:</p> <ul style="list-style-type: none"> a. Must have completed a two-year or longer program leading to an academic degree or certificate in a medically related profession; b. Must possess a medical license or certificate issued by a recognized national or state medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization (e.g., registered nurse); c. Must be in a position that requires their professional medical knowledge and skills as evidenced by position descriptions, job announcements, or job classifications; and d. Must be County Welfare Department (CWD) or other county agency staff contracted to perform allowable activities. e. The services rendered by a SPMP must be to a Medi-Cal eligible individual in order to be reimbursed at the enhanced 75% federal financial participation level. <p>The definition and activities of an SPMP must meet the criteria found in Section 1903(a)(2) of the Social Security Act and 42 CFR 432</p> <p>“SPMP can include time spent on referrals and coordination involved in managing the client’s medical services, mental health services, home health care, durable medical equipment, etc. If these activities are not claimed at the time of a medical service since these activities are included in the medical service reimbursement rate.”</p>	
1501	EPSDT	45108150060
	<p>Includes support activities for EPSDT, such as consultation, outreach, and follow-up, when performed by an EPSDT unit under contract to the local Child Health and Disability Prevention Agency. This does not include information and referral activities performed by eligibility workers.</p>	
CODES FOR CWS-HR (MEDI-CAL ELIGIBLE CHILDREN)		
1441	CWS - PRE-PLACEMENT PROGRAM	45108144160
1442	CWS - FAMILY MAINTENANCE PROGRAM	45108144260
1443	CWS - FAMILY REUNIFICATION PROGRAM	45108144360
1444	CWS - PERMANENT PLACEMENT PROGRAM	45108144460
	<ul style="list-style-type: none"> 1. Any activity to help children who are Medi-Cal eligible, or potentially eligible, including all foster children, gain access to services covered by the Medi-Cal State plan in order to attain or maintain a favorable physical or mental health condition. These activities will not duplicate TCM activities provided through the State Plan. Such activities include, but are not limited to: 2. Assisting Medi-Cal eligible children in identifying and understanding their health needs in order to secure and utilize treatment and health maintenance services covered by Medi-Cal; 3. Facilitating the Medi-Cal eligibility application, by explaining the Medi-Cal eligibility rules and the eligibility process to parents/guardian of prospectively eligible children; assisting such applicants to fill out the eligibility applications; gathering information related to the application and eligibility determination or redetermination from 	

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	the client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. 4. Development, implementation and management of care plans for Medi-Cal eligible children for their health-related needs covered by Medi-Cal; 5. Referrals to other agencies and programs in order to meet the Medi-Cal covered health care needs of Medi-Cal eligible clients; 6. Statistical reporting; Outreach activities to Medi-Cal eligible or potential eligible to communicate about available Medi-Cal services and programs; and Liaison activities with Medi-Cal providers to facilitate case planning.	
1651	SB 163 WRAPAROUND SERVICES PILOT	45108165068
	Use this codes to captures costs associated with pilot program to keep eligible children in or return them to permanent family settings.	

III. Contract Budget for Non Medi-Cal WRAP services

Services		
	Cost Items	Fiscal Year Date through Date
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$0
3	Direct to Clients	\$0
4	Total*	\$0

*Contractor may only be reimbursed for Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Medi-Cal billable services are included in this Contract Budget, including any indirect costs.

[End Exhibit B-2]

EXHIBIT C – INDEMNIFICATION AND INSURANCE

I. INDEMNIFICATION

A. Contractor shall exercise all 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 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 of time 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 County of Yolo in the same manner and to the same extent as Contractor is bound to 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.

II. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

- a.** Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- b.** Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
- c.** Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
- d.** Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
- b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
- c. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers 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.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of 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.

3. OTHER INSURANCE PROVISIONS

- a. **Additional Insured Status** - County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
- b. **Primary Coverage** - The Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.
- d. **Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

- 4. 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 County of Yolo (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of 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 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.
 6. The Contractor shall declare all aggregate limits on the coverage before commencing performance under this Agreement, and the County 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.
 7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 8. 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.
 9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or 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, 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 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 agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as

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Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- 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 completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

III. WORKERS' COMPENSATION

- A. Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with 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 County is relying on this representation in entering into this Agreement.

[End Exhibit C]

**EXHIBIT D. HIPAA BUSINESS ASSOCIATE &
QUALIFIED SERVICE ORGANIZATION AGREEMENT ADDENDUM**

RECITALS

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws, including the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, 42 USC §290dd-2 and 42 CFR Part 2.
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164 and 42 CFR Part 2.
- (a) Business Associate. “Business Associate” shall mean the party with whom the County of Yolo (“the County”) is contracting or Contractor, as referenced above. If applicable, Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 §§2.11 and 2.12.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of 45 CFR, Parts 160 and 164. If applicable, Covered Entity may also be a “federally assisted Part 2 program” as defined by 42 CFR Part 2 §§2.11 and 2.12.
- (d) Protected Health Information. “Protected Health Information” shall have the same meaning as defined in 45 CFR Parts 160 and 164.
- (e) Patient Identifying Information. “Patient identifying information” shall have the same meaning as defined in 42 CFR Part 2 §2.11.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A, Scope of Services of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

Except as otherwise specified herein, Contractor may be given access to the County’s Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County’s AVATAR Practitioner ID enrollment process. Contractor agrees to abide by all County policies and procedures regarding AVATAR. Contractor may only access Avatar and make use of it in order to perform its obligations under the Underlying Agreement between the parties. Copies of County SMHS policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at <https://www.yolocounty.org/government/general-government->

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departments/health-human-services/mental-health/behavioral-health-quality-management and are hereby incorporated by this reference.]

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underling Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose PHI or EPHI, other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
 - (i) Alberto Lara, County’s Interim Privacy Officer-Risk Manager/Safety Officer alberto.lara@yolocounty.org; and
 - (ii) Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
 - (iii) Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.org.

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

- (e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure than any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The

Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(p) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI or EPHI that is patient identifying information protected by 42 USC §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”) Business Associate acknowledges and agrees that:

(i) that it is a QSO as defined by 42 CFR Part 2 §§2.11 and 2.12;

(ii) in receiving, storing, processing or otherwise dealing with any such patient records, Business Associate is fully bound by the Part 2 Regulations and Business Associate shall comply in full with those requirements, including the prohibition against redisclosure.;

(iii) Business Associate will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 regulations;

(iv) any unauthorized disclosure/redisclosure or use of information under the Part 2 regulations is a federal criminal offense.

3. Obligations of Covered Entity.

Covered Entity shall:

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI. Business Associate shall not destroy any PHI or EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity without the express written approval of Covered Entity.

(ii) In the event that Business Associate determines that returning the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make its return infeasible. Upon the agreement of Covered Entity that return is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI and EPHI, or until Covered Entity authorizes its destruction.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

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(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with of HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

[END EXHIBIT D]

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EXHIBIT E. PERFORMANCE MEASURES

Pull in from current Agreement

[END EXHIBIT E]

BOS Nos.
Infor PO No.
Infor Ref No.

ATTACHMENT I-MHP AGREEMENT

BOS Nos.
Infor PO No.
Infor Ref No.

ATTACHMENT II-PERFORMANCE AGREEMENT