

AGREEMENT FOR SERVICES #8976
Crisis Residential Treatment Facility

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Compassion Pathways Behavioral Health LLC, a Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 5410 White Lotus Way, Elk Grove, California 95757, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County is under contract with the State of California to serve as the Mental Health Plan (MHP) for the County of El Dorado. As the MHP, County provides or arrange for the provision of certain mandated services, including the provision of Specialty Mental Health Services (SMHS) Crisis Residential Treatment (CRT) facilities, for Medi-Cal beneficiaries served by the County;

WHEREAS, this Agreement for Services 8976 is in accordance with the MHPA Three-Year Program and Expenditure Plan for Fiscal Years 2023/24 through 2025/26, adopted by the County Board of Supervisors on June 20, 2023 (Legistar file 23-0933), or as updated thereafter;

WHEREAS, County has determined that it is necessary to obtain a Contractor for residential treatment services at a licensed Crisis Residential Treatment (CRT) facility, for adults who are experiencing acute psychiatric crisis and whose functioning is moderately impaired for a short duration (hereinafter referred to as "Client" or "Clients") in licensed community care facilities on an "as requested" basis for the Health and Human Services Agency (HHSA);

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE 2. General Provisions, 2. Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

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ARTICLE 1. DEFINITIONS

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

ARTICLE 2. GENERAL PROVISIONS

1. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period upon effective date through June 30, 2026.

The parties shall have the option to extend the term for one (1) additional one (1) year term after the initial expiration date through June 30, 2027, with the same terms/conditions contemplated in the Agreement or as amended. The option to renew shall be subject to HHSA Director approval upon written notification in accordance with the ARTICLE 2, Section 6 titled "Notice to Parties."

2. SCOPE OF WORK

Contractor agrees to furnish the personnel and equipment necessary to provide the services set forth in Exhibit A, marked “Scope of Work,” incorporated herein and made by reference a part hereof. Contractor shall be responsible for submitting the required reports to County as outlined in Exhibit A to demonstrate the Contractor’s outcomes and performance of the scope of work. Said reports are a required deliverable of this Agreement and Contractor’s failure to provide them to County within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the County until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled, “Default, Termination, and Cancellation.”

3. COMPENSATION FOR SERVICES

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services thirty (30) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I. Scope of Services. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

A. **Rates:** For the purposes of this Agreement, the billing rates shall be as defined in Exhibit B, marked "Rates," incorporated herein and made by reference a part hereof.

I. **Rate Changes:** Notice of rate changes shall be submitted electronically via email in accordance with ARTICLE 2, General Provisions, 6. Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change does not conflict with any other provisions of this Agreement. Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County HHSA's written confirmation of acceptance of a Contractor's requested rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Invoice Template available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, and incorporated by reference herein. Itemized invoices shall follow the format specified by County Behavioral Health and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of Authorizations and backup documentation must be attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

I. **Medi-Cal Billing:** Invoicing shall be performed in a Two-Step Process (Specialty Mental Health Services): Contractor shall upload to County's Secured File Transfer Protocol (SFTP) server an Excel data file and draft invoice to County for review and approval.

Step 1: Contractor shall submit an Excel data file with columns as identified below. To avoid federal and state HIPAA violations, County requires that Contractors submit client's protected private health information (PHI) via the County's SFTP server, or by using a secured and encrypted email protocol in compliance with HIPA A security regulations. To gain access the County's SFTP server, please email: HHSA-Billing@edcgov.us.

The Excel data file shall include the following information:

- a) First Name
- b) Last Name
- c) Admission Date
- d) Date of Service
- e) Practitioner Name
- f) Units/Duration
- g) Billed Amount

Step 2: County will perform a review and approval of the submitted Excel data file and notify Contractor of services approved for billing. Upon approval by County, Contractor shall follow Invoice Submittal/Remittance instructions below detailing services approved for billing.

- a) Invoices must include the following information:

- b) County Issued Agreement Number
- c) Contractor Name & Address
- d) Service Month
- e) Invoice Total
- f) Service Totals (Units & Cost total per service code)
- g) Contractor Contact Information

II. **Dedicated Beds:** Contractor shall submit monthly invoice for 10 dedicated beds no later than thirty (30) days following the end of a "service month".

C. **Invoices/Remittances (All Services):** Contractor invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>BHinvoice@edcgov.us</u></p> <p>Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

D. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

I. **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe. Written treatment authorization shall be submitted with invoices.

- a) For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing, and must be approved by HHSA's Agency Chief Fiscal Officer.

II. **Denied Invoices:** Payments shall be made in the amount of the Contractor's total claim, minus the amount of denied services. County will submit to Contractor the amount of denials received for the prior months' services, as identified on documents received from

the State. Contractor shall make adjustment for denials on Contractor's next submitted invoice.

III. Mental Health Act Services (MHSA) Funding: Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in the County's Performance Contract Agreement 21-10079, or as amended or replaced, available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> and as required in Chapter 2 of the California Welfare & Institutions Code (WIC) beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667.

IV. Disallowed Costs: The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health/Mental-Health-Services-Act-MHSA/MHSA-Plans>.

4. MAXIMUM OBLIGATION

The maximum obligation for services and deliverables provided under this Agreement for the initial term shall not exceed \$2,950,000. In the event that the term of this Agreement is extended for the additional year in accordance with ARTICLE II, Term, the maximum obligation shall not exceed \$4,350,000.00.

Funding Description	FY 24/25	FY 25/26	FY 26/27	Total
American Rescue Plan Act of 2021 (ARPA) Start-up Costs	\$150,000.00	\$0.00	\$0.00	\$150,000.00
MHSA	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$4,200,000.00
Maximum Obligation	\$1,550,000.00	\$1,400,000.00	\$1,400,000.00	\$4,350,000.00

- A. Upon written approval by County's Contract Administrator, MHSA staff, and HHSA Fiscal, the amount per fiscal year herein, or the transfer of funds between the funding categories above may be reallocated among fiscal years during the term of this Agreement, contingent upon funding availability. In no event shall the total maximum contractual obligation of the Agreement be exceeded.
- B. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of the Agreement.
- C. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.
- D. In no event shall County be obligated to pay Contractor for any amount in excess of the maximum obligation per fiscal year of this Agreement. Further, Contractor is responsible for managing their Maximum Annual Contractual Obligation by Program and Contractor holds the

County harmless for Contractor over-spending of the Maximum Annual Contractual Obligation by Program.

5. FEDERAL FUNDING

An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient or contractor remains in good standing with the federal government throughout the life of the agreement.

Contractor agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR). Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under detailed in ARTICLE 2. General Provisions, 12. Default, Termination and Cancellation.
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Health Care Services that may apply to this contract:

Federal Funding Information		
Contractor:	Compassion Pathways Behavioral Health LLC	UEI #: CDPXELWFJ9J4
Award Term:	execution through June 30, 2026	EIN #:
Total Federal Funds Obligated: \$4,350,000.00		
Federal Award Information		
ALN Number	Federal Award Date / Amount	Program Title
93.778		Medi-Cal Assistance Program
Project Description:	CRT Facility for referred clients by the County of El Dorado, Health and Human Services Agency.	
Awarding	California Department of Health Care Services	

Federal Funding Information		
Agency:		
Pass-through Entity	County of El Dorado, Health and Human Services Agency	
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and Development.

6. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows: with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contacts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

COMPASSION PATHWAYS BEHAVIORAL HEALTH LLC
5410 White Lotus Way
Elk Grove, CA 95757
ATTN: Chief Exe
iezeani@cpbh.net

or to such other location or email as the Contractor directs.

7. CHANGE OF ADDRESS

In the event of a change in organizational name, Head of Service, address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing at least 15 business days in advance of the change, pursuant to the provisions contained in this Agreement under ARTICLE 2, General Provisions, 6. Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in

writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

- A. Contractor cannot reduce or relocate without first receiving approval by DHCS. A DMC certification application shall be submitted to the DHCS Contractor Enrollment Division (PED) 60 days prior to the desired effective date of the reduction of covered services or relocation. Contractor shall be subject to continuing certification requirements at least once every five years. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.
- B. Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.

8. INDEPENDENT CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractors or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on

behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

9. ASSIGNMENT AND DELEGATION

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

10. SUBCONTRACTS

- A. Contractor shall obtain prior written approval from the County Contract Administrator before subcontracting any of its obligations to provide services under this Agreement. Approval is at the discretion of the County Contract Administrator but shall not be unreasonably withheld. 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 42 CFR 438.230.
- B. Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SMHS Crisis Residential Treatment provided by third parties under subcontracts, whether approved by the County or not.
- C. Contractor shall not subcontract, assign, or delegate services to Contractors excluded from participation in Federal health care programs under either Section 1128 or Section 1128A of the Social Security Act. (42 CFR Section 438.214(d).)
- D. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement and contain:
 - I. The activities and obligations, including services provided, and related reporting responsibilities. (42 CFR Section 438.230(c)(1)(i).)
 - II. The delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Agreement. (42 CFR Section 438.230(c)(1)(ii).)
 - III. Subcontractor's agreement to submit reports as required by the Contractor and/or the County.
 - IV. The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - V. Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
 - VI. Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 CFR Section 438.230(c)(2).)
 - VII. Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
 - VIII. Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by State or federal law when

the County or the Contractor determine that the subcontractor has not performed satisfactorily. (42 CFR Section 438.230(c)(1)(iii).)

- IX. The nondiscrimination and compliance provisions of this Agreement.
- X. A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the County, DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and State agencies. (42 CFR Section 438.3(h).) This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 CFR Section 438.230(c)(3)(iii).) The County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. (42 CFR Section 438.230(c)(3)(iv).)
- XI. Inspection shall occur at the subcontractor's place of business, premises, or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the State fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the County.
- XII. A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract, and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified as set forth in ARTICLE 5, Chart Auditing And Reasons For Recoupment, 4. Internal Auditing, Compliance, and Monitoring, of this Agreement.
- XIII. Subcontractor's agreement to hold harmless the State, County and Clients in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- XIV. Subcontractor's agreement to comply with the County and Contractor's policies and procedures on advance directives.
- XV. The "Smoke-Free Workplace Certification" will be inserted into any subcontracts entered into that provide for children's services as described in the Pro-Children Act of 1994.

- E. Contractor shall maintain and adhere to an appropriate system, consistent with federal, State, and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- F. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds; or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- G. Subcontractors shall comply with the confidentiality requirements set forth set forth herein and include the applicable provisions of 42 CFR 438.230.
- H. Contractor shall monitor any subcontractor's compliance with the provisions of this Agreement, and shall provide a corrective action plan if deficiencies are identified.
- I. No subcontract terminates the legal responsibility of the Contractor to the County to assure that all activities under this contract are carried out.

J. Contractor shall take positive efforts to use small businesses, minority-owned firms, and women's business enterprises, to the fullest extent practicable, including if the Contractor subcontracts services pursuant to ARTICLE 2, General Provisions, 9. Assignment and Delegation. Contractor shall:

- I. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- II. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- III. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
- IV. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

11. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

12. TERMINATION

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - I. The alleged default and the applicable Agreement provision.
 - II. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

- I. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- II. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

III. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

- I. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- II. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
- III. Contractor fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
- IV. A violation of ARTICLE 2, General Provisions, 16. Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

13. 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.
- 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 El Dorado 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 El Dorado. 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 5th District of California.

14. 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.

15. INSURANCE

Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the

following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - I. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - II. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

16. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations (CCR), Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in ARTICLE 2, General Provisions, 9. Assignment and Delegation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

17. FORCE MAJEURE

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party, and immediately resume its performance under this Agreement.

For purposes of this section, "cause that is beyond its control" includes labor disturbances, riots,

fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

18. 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.

19. AUTHORITY TO CONTRACT

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.

20. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

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

- I. Title 9, CCR;
- II. Title 22, CCR;
- III. California Welfare and Institutions Code, Division 5;
- IV. CFR, Title 42, including but not limited to Parts 2, 438 and 455;
- V. CFR, Title 45;
- VI. United States Code, Title 42 (The Public Health and Welfare), as applicable;
- VII. Balanced Budget Act of 1997;
- VIII. Health Insurance Portability and Accountability Act (HIPAA); and
- IX. 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.

B. In the event any law, regulation, or guidance referred to in subsection (A), above, 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.

C. Mandated Reporter Requirements: California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following state-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

D. Lobbying Prohibition: United States Code Title 31, Section 1352 prohibits the use of any federal funds for lobbying activities. Contractor shall not use any funds paid from this agreement for any lobbying activities as defined in said code. Any lobbying activities performed by the Contractor that are funded through other, non-federal sources must be accurately tracked and properly allocated to ensure compliance with this provision.

ARTICLE 3. SERVICES AND ACCESS PROVISIONS

1. FACILITIES MEDI-CAL SITE CERTIFICATION:

- A. Medi-Cal Site Certification: County shall audit Contractor's facilities for Medi-Cal site certification, in accordance with DHCS protocol.
- B. Certification of Contractor as an organizational Contractor of SMHS shall be in conformance with Short Doyle/Medi-Cal (SD/MC) "Contractor Re/Certification Protocol" requirements available at <https://www.dhcs.ca.gov/services/MH/Pages/Certifications.aspx>.
- C. Contractor shall maintain at least the following Medi-Cal Site certified and appropriate facility(ies) for the provision of SMHS and CRT services for Clients referred by County who meet the minimum requirements for Medi-Cal eligibility. Any subsequent facilities added or change to the locations listed below, must be approved by the County, in advance and in writing, prior to any relocation, closure, or other change in physical location.

Facility Addresses
Oak Lane Center 6840 Oak Lane Placerville, CA 95667

- D. Contractor shall maintain current written policies and procedures required by the Short Doyle/Medi-Cal (SD/MC) Contractor Certification & Re-Certification Protocol issued by the State.
- E. Contractor shall comply with the provisions of CCR Title 9, Section 1810.435.
 - I. Contractor shall comply with the requirements of CCR Title 9, Section 1810.435(e) by cooperating with the County for inspection of any site owned, leased, or operated by the Contractor and used to deliver covered services to beneficiaries, except that on-site review is not required for a public school or a satellite site.
 - a. "Satellite site" means a site owned, leased, or operated by an organizational Contractor at which SMHS are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or Contractors of the Contractor.
- F. Changes to Site Certified Facilities: Contractor shall notify County of any changes that may affect Medi-Cal Site Certification, including but not limited to structural changes, relocation, expansion, closure, identification of staff as ineligible to provide services, or major staffing/organizational structure changes. Such notification shall occur at least forty-five (45) days prior to the change occurring, to the extent possible. If not possible in forty-five (45) days, Contractor shall provide County with notification in accordance with ARTICLE 2, General Provisions, 6. Notice to Parties, herein, within one (1) business day of changes.
 - I. Contractor shall not provide Medi-Cal services at any site, other than a satellite site or a

public school, prior to receiving authorization from the County to do so, nor may Contractor provide services at a site for which the Medi-Cal site certification has expired or otherwise terminated.

- II. Contractor shall provide CMS, the State Medicaid agency, the County, and their agents, and/or designated Contractors with access to Contractor locations to conduct unannounced on-site inspections of any and all Contractor locations, with the exception of satellite sites.
- III. Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).

G. CRT Facility Requirements:

- I. Contractor agrees to maintain Americans with Disabilities Act (ADA) compliance in a clean, comfortable, functional, and non-institutional setting, compliant with State CRT regulations. The facility shall allow for single or double occupancy bedrooms (but no more than two [2] Clients per bedroom), common rooms, including a living room, dining room, den or other recreation/activity room, which provide the necessary space and/or separation to promote and facilitate the program of planned activities and to prevent such activities from interfering with other functions, and an appropriate number of bathrooms based on the maximum occupancy. At least one (1) room must be available to Clients for relaxation and visitation with friends and/or relatives. There must also be outdoor activity space that is easily accessible to Clients, protected from traffic, has a shaded area, and has comfortable outdoor furniture for use.
- II. CRT facility must be enrolled as a DHCS Medi-Cal Contractor responsible for providing Assisted Living Waiver (ALW) services to residents.
- III. CRT Contractor must have a National Contractor Identifier (NPI).
- IV. Facility must be registered in all applicable State and federal databases (e.g., PAVE, NPPES).
- V. Facility must have a designated Administrator who possesses the necessary California qualifications and Administrator Certification.
- VI. Facilities housing more than six (6) Clients are required to have an Individual Response System (IRS) enabling Clients to summon for assistance at any time.

2. CERTIFICATION OF ELIGIBILITY

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

3. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

4. DEBARMENT AND SUSPENSION CERTIFICATION

- A. Federal funds may not be used for any contracted services if Contractor is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - I. In accordance with Title 2 CFR Part 376.10, Social Security Act; Title 42 CFR Sections 438.214 and 438.610; and Mental Health Letter No. 10-05 and DHCS MHSUDS Information Notice 18-020, or as subsequently amended or superseded, Contractor will comply with the Federal Health and Human Services, Office of Inspector General's requirement that any Contractor excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not provide services under this Agreement. Payment will be denied for any services provided by a person identified as excluded from participation in federal health care programs.
 - II. Consistent with the requirements of 42 CFR part 455.436, the Contractor must confirm the identity and determine the exclusion status of all Contractors (employees and network Contractors) and any subcontractor, as well as any person with an ownership or control interest through checks of federal and State databases at intervals identified in MHSUDS Information Notice 18-019 as may be amended or replaced. The following identifies these databases:
 - III. Office of Inspector General List of Excluded Individuals/Entities (LEIE)
 - IV. DHCS Medi-Cal List of Suspended or Ineligible Contractors
 - V. Social Security Administration's Death Master File
 - VI. National Plan and Contractor Enumeration System (NPPES)
 - VII. Excluded Parties List System (EPLS)
 - VIII. If the Contractor finds a party that is excluded, it must promptly notify the County (42 CFR Section 438.608(a)(2), (4)) and the County will notify the State, and take action consistent with 42 CFR Section 438.610(d) and cease billing for any services rendered by the excluded Contractor as of the effective date of the exclusion. The Contractor shall not certify or pay any excluded Contractor with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
 - IX. Allowing staff listed in any State or federal database to provide services performed under this Agreement will result in corrective action.
 - X. Contractor shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior ten (10) years for any felony as specified in Penal Code Sections 667.5 and/or 1192.7, to provide direct care to clients.
 - XI. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR parts 180 and 417, 2 CFR part 376, 2 CFR part 1532, or 2 CFR part 1485.
 - XII. Contractor shall not knowingly have any prohibited type of relationship with the following:
 - a) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 (42 CFR Section 438.610(a)(1)).
 - b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section (42 CFR Section 438.610(a)(2)).

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b) Have not within a period of three (3) years preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph h (2) herein; and
- d) Have not within a three-year period preceding this agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
- e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XIV. If Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County Contract Administrator, or successor.

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

XVI. The Contractor shall provide the County with its System of Award Management Universal Entity Identification (UEI) number, and will be required to register and with the Federal Government's System of Award Management (www.sam.gov); evidence of registration must be provided by the Contractor to the County within thirty (30) days of request.

5. ADDITIONAL CLARIFICATIONS

A. Criteria

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

6. MEDICAL NECESSITY

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

7. COORDINATION OF CARE

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

8. CO-OCCURRING TREATMENT AND NO WRONG DOOR

- A. As specified in BHIN 22-001, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative.
- B. 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.

- C. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay.
- D. Services are reimbursable to Contractor by County even when:
 - I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
 - II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION

- A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- B. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- 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.

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.

- E. **Bed Holds:** Holding a bed while a Client is absent from the contracted facility shall require written authorization by the County Contract Administrator, or HHSA Behavior Health Division staff member, utilizing the form Exhibit C, marked "Bed Hold Authorization" attached hereto, incorporated herein and made by reference a part hereof. The Bed Hold rate shall be in accordance with Amended Exhibit B.

2. DOCUMENTATION REQUIREMENTS

- A. Contractor will follow all documentation requirements 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 section require corrective action plans.

3. ASSESSMENT

- F. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
- G. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
- H. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- I. The time period for Contractors to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's Contractors shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

4. INTERNATIONAL CLASSIFICATION OF DISEASES (ICD) -10

- A. Contractor shall use the criteria set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as the clinical tool to make diagnostic determinations.
- B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS services to receive reimbursement from County.
- C. Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.
- D. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

5. PROBLEM LIST

- A. Contractor shall 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 International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED) U.S. Edition, March 2021 Release, and ICD-10-CM 2023.
- C. A problem identified during a service encounter may be addressed by the service Contractor (within their scope of practice) during that service encounter and subsequently added to the problem list.
- D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
- E. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
- F. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has

initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

6. TREATMENT AND CARE PLANS

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

7. PROGRESS NOTES

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

8. TRANSITION OF CARE TOOL

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

9. TELEHEALTH

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

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

ARTICLE 5. CHART AUDITING AND REASONS FOR RECOUPMENT

1. MAINTENANCE OF RECORDS

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

2. ACCESS TO RECORDS

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

3. FEDERAL, STATE AND COUNTY AUDITS

In accordance with the Title 9, CCR, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING, COMPLIANCE, AND MONITORING

- 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 SHMS definitions and be documented accurately.
- B. Contractor shall provide County with notification and a summary of any internal audit within thirty (30) days of completion of said audit, consistent with 45 CFR Subpart F, including any

exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process as applicable.

- C. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractor receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- D. State Audits: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.
- E. The State, CMS the Health and Human Services (HHS) Office of the Inspector General, the Comptroller General, the County, and their designees may, at any time, inspect and audit any records or documents of the County, or its Contractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
- F. Contractor shall make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its Medicaid beneficiaries.
- G. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the Contractor will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
- H. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.
- I. Upon notification of an exception or finding of non-compliance, Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with ARTICLE 2, General Provisions, 9. Assignment and Delegation.
- J. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

5. CONFIDENTIALITY IN AUDIT PROCESS

- A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) 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 the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

6. REASONS FOR RECOUPMENT

- A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
- B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - I. Identification of Fraud, Waste or Abuse as defined in federal regulation.
 - a. Fraud and abuse are defined in Code of Federal Regulations, Title 42, § 455.2 and Welfare & 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.
 - II. Overpayment of Contractor by County due to errors in claiming or documentation.
 - III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
- C. Contractor shall reimburse County for all overpayments identified by Contractor, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or County or state or federal agency.

7. COOPERATION WITH AUDITS

- A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
- B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
- D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of

all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii).

8. INDEMNITY

To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE 6. CLIENT PROTECTIONS

1. GRIEVANCES AND APPEALS

- A. All grievances (as defined by 42 C.F.R. §438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- B. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- C. Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
- D. 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.
- E. 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 the County and available upon request to DHCS.

2. ADVANCED DIRECTIVES

Contractor must comply with all County policies and procedures regarding Advanced Directives

in compliance with the requirements of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. §438.600(b)).

ARTICLE 7. PROGRAM INTEGRITY

1. GENERAL

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

2. CREDENTIALING AND RECREDENTIALING OF CONTRACTORS

- A. Contractor must follow the uniform process for credentialing and recredentialing of network contractors established by County, including disciplinary actions such reducing, suspending, or terminating Contractor's privileges. Failure to comply with specified requirements can result in suspension or termination of a Contractor.
- B. Upon request, Contractor must demonstrate to County that each of its contractors are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.
- C. Contractor must not employ or subcontract with contractors debarred, suspended, or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D. Contractors shall ensure that all of their network providers/contractors/subcontractors (referred to as "subcontractor"), delivering covered services, sign, and date an attestation statement on a form provided by County, in which each network subcontractor attests to the following:
 - I. Any limitations or inabilitys that affect the subcontractor's ability to perform any of the position's essential functions, with or without accommodation;
 - I. A history of loss of license or felony convictions;
 - II. A history of loss or limitation of privileges or disciplinary activity;
 - III. A lack of present illegal drug use; and
 - IV. The application's accuracy and completeness
- E. Contractor must file and keep track of attestation statements for all of their subcontractors 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 subcontractors are credentialed as per established guidelines.
- G. Contractor is required to verify and document at a minimum every three years that each network contractor/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 contractor/provider to complete the re-credentialing process.

3. SCREENING AND ENROLLMENT REQUIREMENTS

- A. County shall ensure that all Contracted providers are enrolled with the State as Medi-Cal Contractors consistent with the Contractor disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. §438.608(b)).
- B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor, of up to 120 days but 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 C.F.R. § 438.602(b)(2)).
- C. Contractor shall ensure that all of its subcontractors consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. §455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

4. **COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS**

- A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste, and abuse, as per 42 C.F.R. §438.608 (a)(1), that must include:
 - I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.
 - II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
 - III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
 - IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
 - V. Effective lines of communication between the Compliance Officer and the organization's employees.
 - VI. Enforcement of standards through well-publicized disciplinary guidelines.
 - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
 - VIII. The requirement for prompt reporting and repayment of any overpayments identified.
- B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste, and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
 - I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
 - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42C.F.R. § 438.608(a), (a)(2).
 - III. 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 42 C.F.R. § 438.608(a)(3).

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

- C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state Laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- D. Contractor shall make prompt referral of any potential fraud, waste, or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
- E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. § 455.23. (42 C.F.R. § 438.608 (a)(8)).
- F. Contractor shall report to the County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES

- A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by the County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106)
- B. Upon the execution of this Agreement, Contractor shall furnish County a Contractor 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 Contractor Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104).
- C. Contractor must disclose the following information as requested in the Contractor Disclosure Statement:
 - I. Disclosure of 5% or More Ownership Interest:
 - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security Number must be disclosed.
 - b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
 - c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
 - d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Agreement. (42 C.F.R. § 455.434)
 - II. Disclosures Related to Business Transactions:

- a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
- b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

- a. The identity of any person who has an ownership or control interest in the Contractor or is an agent or managing employee of the Contractor who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
- b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
- D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an Agreement or terminate an existing Agreement with a Contractor if the Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the Contractor did not fully and accurately make the disclosure as required.
- E. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. §438.610. Contractor must not employ or subcontract with Contractors or have other relationships with Contractors Excluded from participating in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

6. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTH CARE 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 execution of the Contract, that the Contractor does not employ or subcontract with Contractors or have other relationships with Contractors Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. § 438.610. 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:
 - I. www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded Individuals/Entities (LEIE) Federal Exclusions
 - II. www.sam.gov/portal/SAM - GSA Exclusions Extract
 - III. www.Medi-Cal.ca.gov - Suspended & Ineligible Contractor List
 - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Contractor Enumeration System (NPPES)
 - V. 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 subcontractors/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 the 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 subcontractors/vendors) potential placement on an exclusions list.
- E. Contractor shall screen and periodically revalidate all network subcontractors in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
- F. Contractor must confirm the identity and determine the exclusion status of all its subcontractors, 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, LEIE, the Medi-Cal Suspended and Ineligible Contractor List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- G. If a Contractor finds a subcontractor that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). Contractor shall not certify or pay any Excluded Contractor with Medi-Cal funds, must treat any payments made to an Excluded Contractor as an overpayment, and any such inappropriate payments may be subject to recovery.

ARTICLE 8. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

- A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, Contractor appeals, Contractor 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. Contractor shall assess client/family satisfaction by:
 - I. Surveying client/family satisfaction with the Contractor's services at least annually.
 - II. Evaluating client grievances, appeals and State Hearings at least annually.
 - III. Evaluating requests to change persons providing services at least annually.
 - IV. Informing the County and clients of the results of client/family satisfaction activities.
- D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-

up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

- F. Contractor shall 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 the 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 Contractors 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 Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY

- A. Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a),(c)).
- B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to County, utilizing a provided template or other designated format.
- C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services. Significant changes include, but are not limited to, changes in services or Contractors available to clients, and changes in geographic service area.

3. TIMELY ACCESS

- A. Contractor shall comply with the requirements set forth in Title 9, CCR, §1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of the need for services. County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- B. Timely access standards include:
 - I. Contractors 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 Contractor offers services to non-Medi-Cal clients. If the Contractor's Contractor only serves Medi-Cal clients, the Contractor must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Agreement or another county.
 - II. Appointment data, including wait times for requested services, must be recorded, and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management department or other designated persons.

- III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
- IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a Contractor 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 Contractor acting on behalf of the client, requests an appointment for a medically necessary service.
- V. Applicable appointment time standards may be extended if the referring or treating Contractor has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
- VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health Contractor acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

- A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:
 - I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - II. They consider the needs of the clients;
 - III. They are adopted in consultation with contracting health care professionals; and
 - IV. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and Title 9, CCR, Section 1810.326).
 - V. Contractor shall disseminate the guidelines to all affected Contractors and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

5. CONTRACTOR 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' Contractor 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.
- C. Interns, trainees, and associates are not eligible for enrollment.

6. 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 42 C.F.R. §438.6(c).

7. REPORTING UNUSUAL OCCURRENCES

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

ARTICLE 9. FINANCIAL TERMS

1. CLAIMING

- A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.
- B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

2. ADDITIONAL FINANCIAL REQUIREMENTS

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the 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 the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. §1396b(i)(2)).

3. FISCAL CONSIDERATIONS

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the

California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

- 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.

5. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

- A. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
- C. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
- D. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

ARTICLE 10. ADDITIONAL FINAL RULE PROVISIONS

1. NON-DISCRIMINATION

- A. Contractor shall not discriminate against Medi-Cal eligible individuals in its County who require an assessment or meet medical necessity criteria for SMHS services because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and State law.
- B. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.
- C. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.
- D. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (Title 2, CCR, Sections 11100 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq.), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- E. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- F. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, CCR, Section 11102.
- G. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.
- H. Contractor shall comply with Exhibit D, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit D upon request by County.

2. PHYSICAL ACCESSIBILITY

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

3. APPLICABLE FEES

- A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the County 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 for each beneficiary prior to rendering services in accordance with the Drug Medi-Cal Billing Manual, 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 SUD or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (Title 9, CCR, § 1810.365(c)).
- D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

4. CULTURAL COMPETENCE

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

5. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

- I. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. §438.10(c)(1)). Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- II. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Tit. 9, CCR, § 1810.360(e).)
- III. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all the requirements regarding the same set forth in 42 C.F.R. §438.10.

- IV. Contractor shall use DHCS/County developed model beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).
- V. 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 C.F.R. § 438.10(c)(6)).

B. Language and Format

- I. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(6)(ii).)
- II. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- III. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, Contractor directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's SUD health education materials, available in the prevalent non-English languages in the County. (42 C.F.R. § 438.10(d)(3).)
 - a) Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Institutions Code § 14727(a)(1); Title 9, CCR, § 1810.410, subd. (e), para. (4))
- IV. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4).)
- V. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

- I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. 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) Contractor Directory
 - d) Advance Health Care Directive Form (required for adult clients only)
 - e) Notice of Language Assistance Services available upon request at no cost to the client
 - f) Language Taglines
 - g) Grievance/Appeal Process and Form

- h) Notice of Privacy Practices
- i) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- IV. Required informing materials must be electronically available on the Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
- V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
- VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:
 - a) Mails a printed copy of the information to the client's mailing address before the client first receives a SMHS;
 - 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 the Contractor provides informing materials in person, when the client first receives SMHS, the date and method of delivery shall be documented in the client's file.

D. Contractor Directory

- I. Contractor must follow the County's Contractor directory policy, in compliance with MHSUDS IN 18-020.
- II. Contractor must make available to clients, in paper form upon request and electronic form, specified information about its Contractor network as per 42 C.F.R. § 438.10(h). The most current Contractor 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 Contractor information. A paper Contractor directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- III. Any changes to information published in the Contractor directory must be reported to the County within two (2) weeks of the change.
- IV. Contractor will only need to report changes/updates to the Contractor directory for licensed, waivered, or registered mental health Contractors.

ARTICLE 11. DATA, PRIVACY AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY AND SECURE COMMUNICATIONS

- A. Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
- B. Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- C. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- D. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

2. **ELECTRONIC PRIVACY AND SECURITY**

- A. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- B. Contractor shall institute compliant password management policies and procedures, which shall include but 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. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- D. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

3. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE BUSINESS ASSOCIATE AGREEMENT (BAA)**

- A. Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of the County and shall comply with the applicable provisions set forth in Exhibit E, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.
- B. Contractor shall follow all requirements listed within the BAA and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold the County harmless for any breaches or violations.

ARTICLE 12. CLIENT RIGHTS

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and

Institutions Code § 5325 et seq; Title 9, CCR, §§ 862, 883, 884; Title 22 CCR, §72453 and § 72527; and 42 C.F.R. §438.100.

ARTICLE 13. RIGHT TO MONITOR

1. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.
2. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least 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)).
3. The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR § 438.230(c)(3)(iv)).
4. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, the County may audit, monitor, and/or request information from the Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
5. County reserves the right to place Contractor on probationary status, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
6. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client

records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

7. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws, and regulations, and provide access to clinical records by County staff.
10. Contractor shall comply with ARTICLE 11. Data, Privacy And Security Requirements regarding relinquishing or maintaining medical records.
11. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least 10 years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
15. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

ARTICLE 14. SITE INSPECTION

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

ARTICLE 15. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any

sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE 16. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, LMFT, Deputy Director, Health and Human Services Agency, Behavioral Health Division, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE 17. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE 18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE 19. ENTIRE AGREEMENT

This Agreement, including all schedules, addenda, exhibits and attachments, contains the entire understanding of the Parties in regard to Contractor's provision of the services specified in Exhibit A ("Scope of Work") and supersedes all prior representations in regard to the same subject matter, whether written or oral.

Requesting Contract Administrator Concurrence:

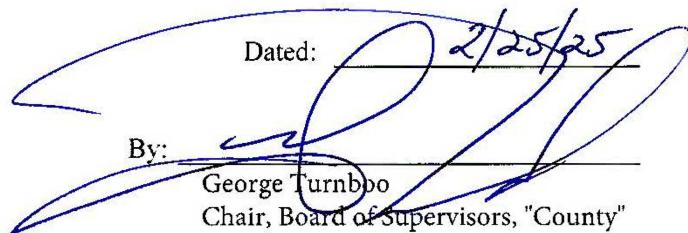
By:  Christianne Kernes (Jan 6, 2025 14:34 PST) _____ Dated: 01/06/2025
Christianne Kernes, LMFT
Deputy Director
Health and Human Services Agency, Behavioral Health Division

Requesting Department Head Concurrence:

By:  Olivia Byron-Cooper (Jan 6, 2025 16:37 PST) _____ Dated: 01/06/2025
Olivia Byron-Cooper
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2/25/25
By: 
George Turnbrop
Chair, Board of Supervisors, "County"

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: Kyma Schaufler Dated: 2/25/25
Deputy Clerk

-- COMPASSION PATHWAYS BEHAVIORAL HEALTH LLC --

By: Ifeanyi Ezeani Dated: 01/07/2025
Ifeanyi Ezeani
Chief Executive Officer
"Contractor"

Compassion Pathways Behavioral Health LLC
Exhibit A
Scope of Work

Contractor shall provide Crisis Residential Treatment (CRT) services in accordance with site and licensing requirements as set forth [9 CCR § 1840.334](#) inclusive of all sub-sections or references.

Crisis Residential Treatment (CRT) Service means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, 7 days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention. ([9 CCR§ 1810.208](#))

Contractor shall operate its licensed Oak Lane Crisis Residential Treatment (CRT) facility with 10 dedicated beds for the County of El Dorado (County) Health and Human Services Agency (HHSA). The CRT facility is located at 6840 Oak Lane Placerville, CA 95667. This program is designed to serve as an alternative to psychiatric hospitalization, Psychiatric Hospital Facility (PHF) step downs, and El Dorado County Detention Center (EDCDC) transition referrals. Services provided shall be in accordance with all governing regulations or requirements herein this Agreement, which shall have the meaning as they are currently interpreted, or as may be amended during the term of this Agreement. Contractor shall maintain all requirements in accordance with California Code of Regulations (CCR) [Title 9, Division 1, Chapter 3.5.](#)

Crisis Residential Treatment Facility

A. CRT Facility Operational Requirements:

Contractor shall furnish the facility, personnel, services, and equipment necessary to provide Residential Treatment Services in a fully functional CRT Facility for Clients on an "as requested" basis for the County of El Dorado (County) Health and Human Services Agency (HHSA) Behavioral Health Division (BHD). Services provided shall be in accordance with all governing regulations or requirements herein this Agreement, which shall have the meaning as they are currently interpreted, or as may be amended during the term of this Agreement. Contractor shall maintain all requirements in accordance with CCR [Title 9, Division 1, Chapter 3.5.](#)

Contractor shall maintain proper licensing in accordance with the California Department of Social Services (CDSS), Community Care Licensing Division and maintain compliance with CDSS Manual of Policy and Procedures: Social Rehabilitation Facilities made by reference a part hereof or as otherwise update and available at <https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/community-care-licensing-regulations/residential>

B. Client Placement: Clients meeting criteria for placement in Contractor's CRT Facility shall include having been diagnosed with a mental health diagnosis; be eighteen (18) and over, in good medical condition, are ambulatory, and may demonstrate moderate to severe mental health symptoms that impact their ability to safely live independently. Clients must be able to participate voluntarily in the crisis program activities.

C. County HHSA Behavioral Health Division (BHD) (“HHSA/BHD”) Responsibilities:

County HHSA/BHD will ensure that any El Dorado County Behavioral Health Client referred to Contractor meet medical necessity criteria for Crisis Residential mental health services at the time of the referral. In the event that both County and Contractor staff agree that an individual does not meet medical necessity but could benefit from a limited amount of CRT service, then this referral will follow the normal admission procedures. Both Contractor and County staff shall clearly document that the referral does not meet medical necessity and is not billable as a Medi-Cal Specialty Mental Health service.

1. County HHSA/BHD will complete Referral Authorization to Contractor for each El Dorado County Behavioral Health Client referred within twenty-four (24) hours of placement.
2. County HHSA/BHD will provide case management support for active El Dorado County Behavioral Health Clients residing in the facility.
3. County HHSA/BHD will provide Psychiatric Emergency Services (“PES”) evaluations pursuant to California Welfare and Institutions Code 5150 as clinically indicated.
4. County HHSA/BHD will participate in active El Dorado County Behavioral Health Clients discharge planning.

D. Contractor Staffing Requirements:

1. Staff qualifications and the number of staff on-site and available as needed shall be in compliance with State requirements for operations of a CRT Facility according to 9 CCR § 531 (a)(2). Facility personnel shall at all times be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision, including over-night staff. Staff classifications shall be within the scope of practice for the duties performed, including supervisory and medication support services.
2. Staff shall be highly competent, caring, and compassionate, with experience working with individuals with a serious mental illness and co-occurring disorders.
3. Staff shall be trained on all relevant operational requirements of a CRT Facility, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans and activities beyond basic living and personal care, Client safety measures, and the provision of excellent Client care.
4. As may be necessary, staffing shall be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any Client and as needed to adhere to all regulations outlined in the CCR Title 22, Section 80065, Personnel Requirements.
5. Contractor shall provide ongoing staff training in topics relevant to client treatment, the operation of an CRT Facility, and the provision of excellent client care according to 9 CCR § 532.6 (j).
6. Contractor shall have licensed nurses on staff in order to provide skilled nursing services as needed.
7. To be in compliance with applicable State law and regulations, the Contractor shall have at least one (1) designated administrator, who possesses the necessary California qualifications and administrator certification, on staff and on premises the number of hours necessary to manage and administer the facility in compliance with applicable law and regulation. The certified administrator or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, shall be on site twenty-four (24)-hours per day, seven (7) days per week.

8. The designated administrator shall maintain and recertify their administrator certification every two (2) years as mandated by the State. Any change of administrator has to be reported to the California Department of Social Services (CDSS)/licensing agency and to the County HHSA/BHD in writing within thirty (30) days prior to a change in administrator.

E. Admission and Discharge:

1. Referrals for admission to the CRT Facility shall be made by the County HHSA Behavioral Health Division (HHSA/BHD). Contractor's CRT Facility intake staff will review all referrals for appropriateness of placement. If a client is accepted to the CRT Facility, an admission plan will be developed for each new Client to address the date and time of arrival, orientation to the CRT Facility, and other Client-specific care and coordination needs. In the event it is determined that a client is not appropriate for placement at the CRT Facility, the HHSA/BHD, and conservator if applicable, shall receive written notification of the denial and the reason for the denial.
2. Discharge planning shall begin at admission in collaboration with the HHSA/BHD, conservator if applicable, and any other relevant entities/individuals. Notifications of discharges shall be made in a timely manner to the County, and conservator if applicable.

F. Level of Care

The purpose of the CRT Facility is to assist Clients with stepping down from a higher level of residential care and to keep Clients from progressing to a higher level of care. As such, the Clients who will reside at the CRT Facility are anticipated to have a high level of care, but not rising to the level of requiring a locked placement.

County HHSA/BHD will monitor Clients' level of as clinically indicated or needed after admission. If there is a significant change in the level of functioning, the Contractor and the HHSA/BHD will collaborate and reassess level of care as clinically indicated or needed.

G. CRT Facility Environment:

Contractor's CRT Facility is to operate with a recovery orientation, and to provide a safe and welcoming environment for clients to learn and personally grow in the least restrictive environment. Clients will be provided with the most beneficial environment to improve and learn new skills of living, with the intended goal to prepare clients for independent living.

The CRT Facility environment shall be positive, rewarding, offer continual positive reinforcements, and skills building to support recovery. Clients are immersed in a spacious environment that provides for health and safety and allows the Client to make their own choices with support of 24-hour staffing. The Clients are encouraged to identify their goals and how to make steps towards achieving those goals through skill building and recognition of how their symptoms can impact their behavior.

Contractor shall ensure that CRT Facility Clients are introduced and encouraged to access services in the community such as health care, living needs (such as shopping), and recreational services. Contractor shall assist Clients in accessing community events and encouraged to make safe and healthy choices. Clients are encouraged to participate in positive activities. A weekly schedule of events shall be offered and directed by Contractor to engage the clients in a variety of community activities.

1. **Client Meals:** Clients will receive three (3) well-balanced meals and three (3) nutritional snacks each day. A weekly menu will be provided to Clients and publicly posted. Client support will be offered with room cleaning, laundry, and hygiene issues. Clients will be offered daily instructions in the areas of cooking, cleaning, transportation, budgeting, laundry, and community safety. Contractor shall support Clients in attending medical, dental, and other appointments, and will ensure that advocacy is provided as needed.
2. **Client Medication Services:** Medications will be dispensed by Contractor as required by their operational license. Contractor shall monitor medications, re-order as needed, and watch for potential side effects. Advocacy with medical offices will be provided to ensure that Clients receive optimum care. All necessary release of information forms shall be obtained and maintained by Contractor.
3. **Psychiatric and Medication Support Services:**
 - a. Psychiatric and Medication Support Services (MSS) shall be provided and documented in accordance with [CCR, Title 9, Division 1](#) and Medi-Cal billing requirements. In the event the Contractor does not have a psychiatrist available, and a client is in need of MSS, a MSS referral shall be sent to HHSA/BHD for service coordination. MSS shall be listed on the Treatment Plan as an intervention prior to the referral being sent to HHSA/BHD.
 - b. Contractor shall notify El Dorado County HHSA/BHD in writing when the waiting time to see a Psychiatrist exceeds fifteen (15) days.

4. **Communication with Collaborative Partners:**

Contractor shall be required to maintain effective and ongoing communication with the HHSA/BHD and related partners supporting the CRT Facility Program and Clients.

For CRT Facility Clients who are conservated pursuant to the Lanterman-Petris-Short (LPS) Act, Contractor shall collaborate with the County's Public Guardian office and other individual conservators for the care and treatment of the conservated individuals residing at the CRT Facility.

For CRT Facility Clients involved with the criminal justice system, Contractor shall collaborate with the County's Probation Department, Public Defender's Office, Courts, and the District Attorney's Office.

Client Plans will be developed by the HHSA/BHD's designated Case Manager and Clients in cooperation with the Contractor. To ensure effective collaboration, Contractor will work closely with the County's designated staff/case manager to develop a facility program plan to meet the goals and objectives established in the Client Plan.

Contractor's staff at the CRT Facility shall prominently post and provide to each Client and Client's natural support network (e.g., family, County staff, Probation, conservator if applicable) information regarding how to contact CRT Facility staff in case of any Client-specific concerns or emergencies. The CRT Facility shall also display all other required posters and/or notifications, such as County grievance forms.

5. **Client Training:** Contractor's CRT Facility shall offer Client training in independent living skills to prepare the client to transition living independently. Trainings will be offered to include work readiness skills for employment, volunteering at work sites, and employment as appropriate for each Client. Clients will be guided through employment trainings to enhance skills and discover employment or volunteer interests. If so desired, support will be offered to access services provided by California Department of Rehabilitation and/or the El Dorado County Health and Human Services Agency Employment Services.

Contractor shall ensure:

- a. Client training in independent living skills will be ongoing and will encourage the Client to enhance or learn new skills. Negative or aggressive behaviors will be closely monitored to ensure the safety of all members of the CRT Facility. Behaviors shall be evaluated by Contractor and behavior plans implemented in collaboration with the Contractor and Client to decrease exhibited negative or aggressive behaviors.
- b. Contractor shall provide a level of training required to meet the Client's desire to transition living independently within the community. Clients will be treated with respect and allowed to live in the CRT Facility with the ability to make reasonable decisions and express independence in a monitored and safe environment for all Clients.
- c. The Client training program will be made up of a series of trainings and one-on-one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed, and lessons will build upon each other. Progress will be documented in quarterly reports provided to County HHSA/BHD case managers.

6. **Client Progress:** Contractor shall track Client progress and report to HHSA/BHD case managers. Clients will be active participants in the development of treatment plans. Reports will be provided to the HHSA/BHD case managers on a monthly documenting progress.

7. **Client Service Requirements:**

Contractor's goal of the CRT Facility is to help Clients gain the skills and ability necessary to remain out of higher-level placements (such as Institutions for Mental Disease and Mental Health Rehabilitation Centers) and to move into a less restrictive living arrangement in the community. Contractor shall accomplish this goal by helping each Client to develop independent living skills and improve their quality of life. Contractor shall treat Clients with respect and allow Clients to live in the CRT Facility with the ability to make reasonable decisions and express independence in a monitored and safe environment.

Contractor's CRT Facility staff will work closely with the Clients, County, and other appropriate entities (e.g., conservator, Probation) to develop individualized Needs and Service Plans for all Clients residing at the CRT Facility. In accordance with 9 CCR § 531 (a) (1). Program Standards and Requirements, the planned length of stay in the program shall be in accordance with the client's assessed needs, but not to exceed thirty (30) days, unless circumstances require a longer length of stay to ensure successful completion of the treatment plan and appropriate referral. The reasons for a length of stay beyond thirty (30) days shall be documented in the client's case record. Under no circumstances may the length of stay exceed three (3) months.

Contractor shall deliver the following Client services:

I. Training in Personal Hygiene

- a. Hand Washing: Clients will receive training by Contractor in hand washing by daily reminders to wash hands in warm running water using soap. Contractor shall demonstrate appropriate hand washing techniques by washing, lathering and rubbing hands together for at least thirty (30) seconds. Drying hands will be demonstrated by using paper towel and disposing towel in trash basket. Clients will be given prompts to wash hands when coming in from outdoors, returning from community, before and after meals and prior to receiving medications. The proper measurement of soap for hand washing will be included in trainings.
- b. Grooming: Clients will receive training by Contractor in grooming. Contractor shall
 - i. prompt clients to wash hair as needed, and to comb and style hair daily. Clients will be advised not to share combs or brushes with others. Clients will be prompted to brush teeth with toothpaste using up and down strokes brushing front and back teeth and to floss teeth as appropriate. Shaving instructions will be provided to use shave cream and razors or electric razors if desired. Clients will be prompted to shave daily or as needed. Clients will be prompted to use deodorant daily or more frequently if needed. Instructions in bathing using soap and washcloth to wash body will be provided. Instructions to wash body from top to bottom will be provided with soap. Clients will be prompted to dry completely with towel and to hang towel for drying or place in laundry for washing.
- c. Clients will receive training in how to schedule haircuts: Clients will learn how to
 - i. pay for haircuts and include a tip. Clients will learn to select their individual hair cut style and to communicate it to hair stylist.
- d. Dressing Skills: Clients will receive training in dressing completely and independently. Clients will be prompted to dress when in common areas of the house. Dress to include shirt, under garments, shorts/pants/skirts, socks, and slippers/shoes/sandals. Pajama type clothing will be worn for sleeping. Clients will be asked to remove hats indoors. Clients will be prompted to wear age-appropriate clothing as well as appropriate clothing sizes. Contractor shall provide training in clothing that matches in design and color. Clothing will be free of offensive language.

II. Training Clients in Independent Living

- a. Household chores and standard maintenance: Lessons will include, but not be limited to, sweeping floors by teaching clients how to use a dustpan and broom to pick up dust and debris.
 - 1) Vacuuming of Floor: Clients will be taught the operation of a vacuum cleaner, and to pick up large items off floors before vacuuming. Standard maintenance training will include how to change vacuum bag/or empty dirt collection container and how to change broken vacuum cleaner belts.
 - 2) Mopping of Floor: Clients will be taught how to use floor cleaner and a mop to clean floor and care for wood floors. Maintenance will include that mops be rinsed and replaced when odors are present.

- 3) Trash Removal and Maintenance: Clients will receive training on how to properly dispose of trash by placing trash can liners in trashcans and removing liners to place trash in outside trashcans. Clients will receive training on the inside of trashcans being washed out weekly, or more often if needed, to eliminate residue and odors. Clients will be trained to remove trash daily from Client rooms, bathrooms, and kitchen area.
- 4) Outside Maintenance: Clients will learn to care for outside yards and patio areas and participate in the care of those areas. Care of yards by watering on schedules, sweeping and hosing off patios, mowing and weed-eating training will be provided. Clients will be trained in the appropriate safety equipment and precautions to follow in operation of weed eaters or lawn mowers and use of such equipment will be supervised by Contractor. Clients will receive safety training prior to operation of machinery.
- 5) Table Setting: Clients will receive training in setting the table at mealtime, including the appropriate place settings, to include napkin, plate, drinking glass, knife, fork, and spoon. Salad bowls, other crockery, or other utensils will be placed if desired.
- 6) Bed Maintenance: Clients will receive training in how to make beds daily and to change linens as needed but no less than weekly. Bed making will include ensuring that comforters/bedspreads are placed on beds daily to ensure a neat appearance to the room.
- 7) Dish Washing: Trainings in dish washing, using dishwasher and drying dishes skills will be taught to Clients. Proper technique of washing dishes by rinsing of food particles, placing in dishwasher and allowing dishes to air dry or dry with clean dish towel will be demonstrated. Proper rinsing of dishes will be emphasized. Dishtowels that are dropped or wiped against body will be immediately replaced with a clean towel. The proper measurement of soap for washing dishes will be included in trainings.
- 8) Meal Preparation: Training in preparing meals will include, but will not be limited to, selecting proper cooking utensil and cookware, washing, and cutting of fruits and vegetables, and learning appropriate times needed to prepare and cook food items. Training will also include balancing the cooking times so food items are ready at the same time. Lessons will include following directions on packages and pre-planning to ensure all ingredients are available that are needed to make the packaged food item. Training will include proper methods of using cutting boards and knives. Usage of knives will be closely supervised. Lessons will also cover which knife is needed for the preparation of specific foods. Training will also include using kitchen utensils properly for stirring, grating, chopping, mashing, or beating foods. Training will also include food safety related to food-borne illness (e.g., salmonella, refrigeration needs).
- 9) Use of Stove and Oven: Trainings will include using the stove and using the oven, selecting the proper temperatures for cooking and setting timer for proper cooking times. Clients will be taught how to select cooking temperatures and how to turn on and off stove and oven. The client will learn how to use the proper cooking racks and select the appropriate cookware for use in ovens. The trainings will cover using the microwave, selecting the proper items allowed for use in

microwaves, as well as the appropriate cooking time needed to cook or heat food.

- 10) Use of Blenders: Trainings will include the use of appliances including blenders. Proper use of blenders, review of blender speeds and durations will be taught to clients with an emphasis on safety and appropriate foods items for blending.
- 11) Safety Awareness: Clients will be taught safety awareness in every training and environments. Safety will be emphasized to ensure clients are aware of safety equipment needed if appropriate, safety precautions (heat, sharpness, coldness), and take precautions as appropriate.
- 12) Medical: Clients will receive training in basic medical self-help awareness skills; including how to identify when said Client may need a band-aid for minor cuts, scrapes, and scratches, how to recognize symptoms and communicate sore throats, excessive coughs, headaches, toothaches, etc. and how to recognize when more urgent medical care is necessary.
- 13) Money Management: Money management trainings will include banking and check cashing. Trainings will include how to manage money by setting up a budget and learning to count money, including recognition of coin and paper money. Trainings will include price comparisons and looking at sale prices.
 - i. Clients will be taught how to budget for clothing and food items they wish to purchase. Contractor shall teach clients appropriate behaviors in public and how to make appropriate selections.
 - ii. Clients will be taught to price compare items of food and look for best buys. When shopping for clothing, clients will try clothing on to ensure appropriate size.
 - iii. Clients will budget their money to make purchases. Clients will be taught to retain receipts to track expenses and for exchanges if needed.
- 14) Public Transportation: Training in use of public transportation shall be in accordance with approval from County Public Guardian Program and will include training on how to read the bus schedule, how to recognize the direction the bus is going so Client can get to intended destinations and learning how to obtain a bus card and remembering to carry it when using the bus. Training will include how to call for requested stops. Clients will receive training in the Dial-A-Ride system, including how to pay for the ride, and Dial- A- Ride guidelines for pick up times. Training will also include how to be safe on the bus when talking to others who ride the bus, when waiting for the bus, and when exiting the bus. Clients will be taught how to navigate to various geographical locations within the community.
- 15) Personal Identification Documentation: Clients will be taught to carry proper identification (e.g., photo identification) as well as cards with address, telephone number and an emergency contact. If a Client does not have proper identification, Contractor will work with client to obtain proper identification.
- 16) Reading and Writing: Clients will be given daily opportunities to read and write including the opportunity to read with Contractor such items as newspapers, magazines, menus, and activity logs, and to review with Contractor various reading materials. Opportunities to write include writing personal shopping lists; practicing spelling if needed; writing down Client goals. Clients will receive training if desired in correspondence with friends or family. Contractor shall

incorporate the opportunity to practice reading and writing into daily living routines, and to further develop reading and writing skills.

- 17) **Telephone Usage and Etiquette:** Clients will receive training in appropriate use of telephone. Clients will receive ongoing training on calling 911 for emergencies and how to determine what constitutes a need to dial 911. Telephone training will include how to properly answer the phone, take a message and proper ending of phone conversations. Clients will receive training on how to identify themselves when making phone calls, the use of proper language and tone while conversing, and how to leave a call back number.
- 18) **Use of Clocks:** Clients will be trained in determining the time using both a digital clock and a traditional clock, gauging elapsed time elements, and identifying the time of day for appropriate activities. Clocks in the CRT will display digital time as well as traditional clocks with numbers.
- 19) **Use of Calendars for Appointments:** Clients will be trained in making appointments and keeping appointment commitments. Clients will learn how to keep a calendar of personal appointments and to communicate those appointments to Contractor. Training will include how to call agencies for appointments and match time and dates with personal calendar, how to properly identify oneself and how to request various types of appointments.
- 20) **Basic Problem-Solving Skills:** Clients will be trained in the use of basic problem solving skills. Clients will be taught to explore possible solutions to problems, as well as to identify when there is a need to request Contractor support. Clients will be taught to examine possible solutions independently and to identify possible resolution to problems. Continued training will be offered assisting Clients to look for simple solutions so that issues do not spiral out of control, avoiding situations where Clients become frustrated with problems that may seem impossible to solve.

III. Social/ Communication Skills Development

1. **Management of Friendships:** Clients will be taught to facilitate and maintain healthy friendships. Clients will be asked not to date current residents within the CRT. Appropriate ways to initiate interpersonal relationships will be taught by review of appropriate greetings, conversation starters, and how to exchange personal information.
2. **Establishing Appropriate Boundaries:** Initiating interpersonal relationships training will be provided to inform clients of guidelines and appropriate boundaries and training in appropriate interactions. Types of relationships will be discussed to include a relationship the Client may have with family, acquaintances, people they have just met, and how to become closer friends. Clients will be taught to participate in social activities and maintain appropriate boundaries to include not touching others and using appropriate greetings such as handshakes. Clients will be redirected from touching Contractor staff or each other. Contractor staff will role model appropriate behaviors by not hugging or touching clients but using handshakes and high five methods instead of hugging.
3. **Appropriate Behavior in Restaurants:** Clients will be taught appropriate behavior for ordering food in public restaurants. Training will include how to read a menu, prices,

and menu entry choices. Clients will also receive training in how to order their meal, to ask for additional service needs, to pay for their meals, and to calculate an appropriate tip for their meals. Clients will be taught to have money readily available before ordering.

IV. Recreation and Leisure Skills Development

Clients will be encouraged to learn new sports and to participate in recreational activities. Contractor shall review with Clients how to register for recreational activities, if needed, and the schedules and practice times for participation in desired sports activities. Contractor will review rules of sports to help Clients learn techniques and structure of the game. Training will be provided so that Clients can learn good sportsmanship habits.

Clients will be introduced to a variety of hobby-type activities and encouraged to explore activities of interest to the clients. Contractor shall teach the Client how to access supplies needed to pursue their hobbies. Clients will be trained on how to use leisure time and to make appropriate activity choices. Clients will be trained to create a list of leisure time activities to choose from and review the list with Contractor. Trainings will include appropriate time allotments and how to prioritize activities.

V. Sensory/Motor Skills Development

Clients will receive training in sensory/motor skill development with a focus of ambulation, i.e., taking appropriate size steps and pace for a particular environment. In addition, the need for a slower pace indoors than outdoors will be reviewed. Range of motion will be emphasized prompting clients to reach, grasp, and stretch as needed to attend to daily living needs. Clients will be taught to be aware of surroundings for safety both indoors and outdoors.

VI. Community Integration

Clients will be taught to access places of worship if they desire. Faith-based services and days of the week will be explored to select services that Clients may wish to attend. Contractor shall explore Client's religious preference, if any, and assist client in researching available religious organizations.

Clients will be taught how to access the library and to obtain a library card. Contractor shall teach Clients how to check books out from the library and to note return dates. Clients will be taught their responsibility in the care of books, and to return of books in a timely fashion.

Cultural events will be explored, and clients will be taught to identify available community events.

Contractor shall teach clients how to access transportation to events and to plan their outings. Clients will be taught to explore related costs of events and to budget amounts for attendance of events. Clients will be taught to calendar on personal calendars events of interest.

In accordance with Money Management training noted herein, Clients will be taught how to access movie theater schedules and prices per movie. Clients will be taught how

to budget and explore transportation options to promote independence. Clients will also be taught to explore options of matinee vs. evening movies, bargain days, and special showings for price comparison. Clients will also be taught how to access renting DVDs. Clients will be taught how to access local or regional sporting event schedules. Contractor will help client learn how to access schedules and prices of events. Training will include that Client's budget appropriately for tickets to events and budget for snack items. Clients will also be taught how to calendar events on personal calendars and to arrange travel to and from events.

VII. Staff Training

1. Contractor staff shall be required to successfully complete/ pass the following criteria prior to working/ performing duties at the CRT facility:
 - a. A criminal background check;
 - b. A health screening.
 - c. Tuberculosis ("TB") testing.
 - d. Complete and pass First Aid and CPR training and provide evidence of possessing a valid First Aid and CPR certification.
 - e. Demonstrate proof of OMV clearance, possess a valid California Driver's License suitable to the vehicles used by the Contractor, and provide evidence of automobile insurance that meet the requirements of the Contractor.
2. Contractor shall implement a training plan for staff to ensure ongoing training in the following areas:
 - a. The Statement of Purpose of the CRT.
 - b. Review of the site facility.
 - c. Tracking progress of Client and documentation.
 - d. Review of Behavior Plans and Client ISSPs.
 - e. Review of disaster drill training procedures.
 - f. Medication procedures.
 - g. Review of company policies and documentation required.
 - h. Review of Title 22 and Title 17 regulations.
 - i. Training of housekeeping and sanitation principles.
 - j. Availability of community services and resources.
 - k. Training in Universal Precautions.
 - l. Review of accurate documentation and record keeping.
 - m. Review of Client care and supervision, including communication.
 - n. Incident reporting.
 - o. Maintaining confidentiality and compliance.
3. Ongoing training shall consist of a structured weekly meeting to discuss updated information regarding delivery of training to Clients.

VIII. Reporting Requirements:

1. Regular reporting and accurate submission of documentation is required to meet the needs of the County. Maintenance of individual Client records, reporting outcomes for Clients and tracking key events is required in accordance with County requirements and as mandated by the State. Contractor shall submit all reports in a timely manner for transmission to the appropriate agencies. Regular reporting is

anticipated to include, but not be limited to:

- a. Client progress towards goals such as Key Event Tracking (KET) (quarterly at a minimum; more frequently if needed);
- b. Number of Clients graduating from Specialty Mental Health Services.
- c. Continued engagement in services.
- d. Results of ANSA.
- e. Results of CANS-50/ANSA, and PSC-35, as age appropriate.
- f. Client behavioral concerns;
- g. Unusual occurrence reports;
- h. Results of any State or federal audits;
- i. Grievances; and
- j. All State and federal reporting that may be required by law or regulation.

2. Contractor shall complete and submit all reports required by State, Federal law or regulation and County requirements, including a Plan of Operation and a Financial Plan of Operation. Copies of reports shall be timely transmitted to the appropriate agency(ies). Additionally, program "success" will be measured and reported. Measurements may include, but are not limited to:
 - a. The number of Clients who discharge from the CRT for a higher or lower placement;
 - b. The number of Clients who newly obtain or recertify for public benefits;
 - c. The number of Clients who come off a conservatorship or who go onto a conservatorship while residing at the CRT; and
 - d. Other measurements Contractor deems indicative of success.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to County within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the County until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

For reports identified herein, if a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in the Article titled "Default, Termination, and Cancellation," herein.

Compassion Pathways Behavioral Health LLC
Exhibit B
Rates

Contractor shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the most recent version of the California Department of Health Care Services (DHCS) Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.

A. Residential Rates:

1. Single Bed Days: A single per person per day rate to be billed daily.
2. Dedicated Beds: Contractor will designate 10 beds for County Clients

Facility	Type of Services	Unit	Rate
Oak Lane CRT	Dedicated Beds ten (10) Contractor will designate ten beds per day to the county (County will reimburse the Contractor on a monthly basis for the ten dedicated beds)	Per Bed/per Day	\$450.00
	Daily Rate Any Bed days beyond the ten (10) dedicated bed days will be reimbursed per day/per client	Per day/per client	\$450.00

3. Bed Hold: Bed Holds shall be requested by County on an individual basis using “Bed Hold Authorization form”, attached hereto as Exhibit C and marked “Bed Hold Authorization.” In the event a Bed Hold is needed for more than five (5) days, County has the option to extend with a 24 hour notice. The Bed Hold rate shall be equal to the Daily Rate.

Should the number of county clients plus the current number of bed hold authorizations be less than or equal to the number of dedicated beds set forth in Exhibit B Rates, vendor shall not invoice above the established dedicated bed rate.

B. Specialty Mental Health Services (SMHS): Rates for SMHS outpatient services are to be billed to the county at the following rates.

Rates	Unit	Rate
Psychiatrist/MD	15 minutes	\$261.73

Physician's Assistant (PA)	15 minutes	\$117.38
Mental Health Rehab Specialist (MHRs)	15 minutes	\$51.25
Nurse Practitioner (NP)	15 minutes	\$130.16
Registered Nurse (RN)	15 minutes	\$106.31
Licensed Vocational Nurse (LVN)	15 minutes	\$59.57
Psychiatric Technician	15 minutes	\$51.07
99212 Established Patient Eval - Psychiatrist/MD	10-19 minutes	\$261.73
99212 Established Patient Eval – Nurse Practitioner (NP)	10-19 minutes	\$130.16
99212 Established Patient Eval – Physician's Assistant (PA)	10-19 minutes	\$117.38
99213 Established Patient Eval - Psychiatrist/MD	20-29 minutes	\$436.21
99213 Established Patient Eval - Nurse Practitioner (NP)	20-29 minutes	\$216.93
99213 Established Patient Eval – Physician's Assistant (PA)	20-29 minutes	\$195.63
99214 Established Patient Eval - Psychiatrist/MD	30-39 minutes	\$610.70
99214 Established Patient Eval - Nurse Practitioner (NP)	30-39 minutes	\$303.71
99214 Established Patient Eval – Physician's Assistant (PA)	30-39 minutes	\$273.89
99215 Established Patient Eval - Psychiatrist/MD	40-54 Minutes	\$820.09
99215 Established Patient Eval - Nurse Practitioner (NP)	40-54 Minutes	\$407.83
99215 Established Patient Eval – Physician's Assistant (PA)	40-54 Minutes	\$267.79
99202 New Patient Eval - Psychiatrist/MD	15-29 minutes	\$383.87

99202 New Patient Eval - Nurse Practitioner (NP)	15-29 minutes	\$190.90
99202 Established Patient Eval – Physician’s Assistant (PA)	15-29 minutes	\$172.16
99203 New Patient Eval - Psychiatrist/MD	30-44 minutes	\$645.60
99203 New Patient Eval - Nurse Practitioner (NP)	30-44 minutes	\$621.06
99203 Established Patient Eval – Physician’s Assistant (PA)	30-44 minutes	\$289.54
99204 New Patient Eval - Psychiatrist/MD	45-59 minutes	\$907.33
99204 New Patient Eval - Nurse Practitioner (NP)	45-59 minutes	\$451.22
99204 Established Patient Eval – Physician’s Assistant (PA)	45-59 minutes	\$406.92
99205 New Patient Eval - Psychiatrist/MD	60-74 minutes	\$1,169.06
99205 New Patient Eval - Nurse Practitioner (NP)	60-74 minutes	\$581.38
99205 Established Patient Eval – Physician’s Assistant (PA)	60-74 minutes	\$524.30

C. American Rescue Plan Act (ARPA) Start-up Costs

Funding Description	FY 24/25
ARPA Start-up Costs: Reimbursable one-time start-up costs related to facility and program development	\$150,000.00 One-time Start Up Costs

Compassion Pathways Behavioral Health LLC doing business as Compassion Springs
Exhibit C
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/07/2025

Date

Compassion Pathway Behavioral Health LLC

Type or write name of company

Ifeanyi Ezeani
Ifeanyi Ezeani (Jan 7, 2025 13:29 PST)

Signature of authorized individual

Ifeanyi Ezeani

Type or write name of authorized individual

Compassion Pathways Behavioral Health LLC doing business as Compassion Springs

Exhibit D

Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

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 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 CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

01/07/2025

Date

01/07/2025

Address of Contractor

Ifeanyi Ezeani
Ifeanyi Ezeani (Jan 7, 2025 13:29 PST)

Contractor Signature

Compassion Pathways Behavioral Health LLC doing business as Compassion Springs
Exhibit E
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
 - III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

V. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

VI. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: Ifeanyi Ezeani
Ifeanyi Ezeani (Jan 7, 2025 13:29 PST)

Dated: 01/07/2025

Ifeanyi Ezeani
Chief Executive Officer
Compassion Pathways Behavioral Health
"BA Representative"

By: Christianne Kernes
Christianne Kernes (Jan 6, 2025 14:34 PST)

Dated: 01/06/2025

Christianne Kernes, LMFT
Deputy Director
El Dorado County Health and Human Services Agency (HHSAA)
"HHSAA Representative"