

**AGREEMENT FOR SERVICES #8092**  
Social Rehabilitation Treatment Services (SRTS)

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**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 doing business as Compassion Springs, a California Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 4229 Tonyan Drive, Diamond Springs, California 95619, (hereinafter referred to as "Provider");

**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 provide or arrange for the provision of certain mandated services, including Specialty Mental Health Services (SMHS) Social Rehabilitation Treatment Services (SRTS), for Medi-Cal beneficiaries served by the County;

**WHEREAS**, County has determined that it is necessary to obtain a provider for residential treatment services at a licensed Social Rehabilitation Facility for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as "Client" or "Clients") in licensed community care facilities on an "as requested" basis for the Health and Human Services Agency, Behavioral Health Division;

**WHEREAS**, Social Rehabilitation Facilities are facilities licensed by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD,) to provide augmented services beyond living and care services for clients in licensed Community Care Facilities as defined in Section 1502 of the Health and Safety Code;

**WHEREAS**, Provider 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**, the services at this Social Rehabilitation Facility shall include, but are not limited to, supportive, supervisory and incidental medical services as defined in the client's Individual Services and Support Plan and are provided in addition to the basic care and supervision provided by licensed facilities;

**WHEREAS**, the residential treatment services provided at the Social Rehabilitation Facilities are intended to facilitate the movement of clients from a restricted environment to independent living in the community;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Provider 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 Provider mutually agree as follows:

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**EXHIBITS**

- Exhibit A:** Scope of Work
- Exhibit B:** Provider Rates
- Exhibit C:** California Levine Act Statement
- Exhibit D:** Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
- Exhibit E:** HIPAA Business Associate Agreement

## ARTICLE 1. DEFINITIONS

1. **BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)**: “Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and providers 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 July 1, 2023, 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. Each option shall be on the same terms and conditions as provided for herein for the initial term. The option to renew shall be subject to HHSa Director approval.

### 2. **SCOPE OF WORK**

Provider shall provide the services set forth in Exhibit A, marked “Scope of Work,” incorporated herein and made by reference a part hereof.

### 3. **COMPENSATION FOR SERVICES**

A. **Rates**: For the purposes of this Agreement, the billing rate shall be as defined in Exhibit B, marked “Provider Rates,” incorporated herein and made by reference a part hereof. Notice of rate changes shall be submitted, in writing, to the address noted in ARTICLE 2, General Provisions, 6. Notice to Parties. Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado’s Health and Human Services Agency’s (HHSa) written confirmation of receipt of the 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 Provider shall submit an original shall submit an original invoice, similar in content and format with the Invoice Template available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx), 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 back-up documentation must be attached to invoices shall reflect Provider’s charges for the specific services billed on those invoices.

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><a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a>  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 as County directs.

- C. **Invoices/Remittances:** Provider shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Provider obtains written approval from the HHSa Director or designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Provider provides services in accordance with ARTICLE 2, General Provisions, 2. Scope of Services. Invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.
- D. For all satisfactory services provided herein, County agrees to pay Provider 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 Provider 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 Provider's total claim, minus the amount of denied services. County will submit to Provider the amount of denials received for the prior months' services, as identified on documents received from the State. Provider shall make adjustment for denials on Provider's next submitted invoice.
  - III. **Mental Health Act Services (MHSA) Funding:** Provider 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.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx), and as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Provider agrees to comply with the provisions in Section 5650 through 5667.
  - IV. **Disallowed Costs:** The Provider 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.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa\\_plans.aspx](https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx).

4. MAXIMUM OBLIGATION

- A. The maximum contractual obligation for the term of this Agreement shall be **\$6,000,000.00** for all services provided during the term of this Agreement.
- 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. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Provider to discuss renegotiating the services required by this Agreement.

5. FEDERAL FUNDING NOTIFICATION

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

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

Consistent with 2 CFR 180.300(a), County has elected to verify whether Provider 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: Provider 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		
<b>Provider:</b>	Compassion Pathways Behavioral Health LLC DBA Compassion Springs	<b>UEI #:</b> CDPXELWFJ9J4
<b>Award Term:</b>	July 1, 2023 through June 30, 2026	<b>EIN #:</b>
<b>Total Federal Funds Obligated:</b> \$6,000,000		
Federal Award Information		
<b>ALN Number</b>	<b>Federal Award Date / Amount</b>	<b>Program Title</b>
93.778		Medi-Cal Assistance Program
<b>Project Description:</b>	SRTS for referred clients by The County of El Dorado, Health and Human Services Agency.	
<b>Awarding Agency:</b>	California Department of Health Care Services	
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency	
<b>Indirect Cost Rate or de minimus</b>	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 and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
 Health and Human Services Agency  
 3057 Briw Road, Suite B  
 Placerville, CA 95667  
 ATTN: Contracts Unit  
[HHSA-contracts@edcgov.us](mailto:HHSA-contracts@edcgov.us)

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
 Chief Administrative Office  
 Procurement and Contracts Division  
 330 Fair Lane  
 Placerville, CA 95667  
 ATTN: Purchasing Agent

Notices to Provider shall be addressed as follows:

COMPASSION PATHWAYS BEHAVIORAL HEALTH LLC DBA COMPASSION SPRINGS  
 5410 White Lotus Way  
 Elk Grove, CA 95757

ATTN: Executive Director  
[iezeani@cpbh.net](mailto:iezeani@cpbh.net)

or to such other location as the Provider directs.

7. CHANGE OF ADDRESS

In the event of a change in organizational name, Head of Service, address for Provider's principal place of business, Provider's Agent for Service of Process, or Notices to Provider, Provider 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. Provider cannot reduce or relocate without first receiving approval by DHCS. A DMC certification application shall be submitted to the DHCS Provider Enrollment Division (PED) 60 days prior to the desired effective date of the reduction of covered services or relocation. Provider 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. Provider must immediately notify County of a change in ownership, organizational status, licensure, or ability of Provider to provide the quantity or quality of the contracted services in a timely fashion.

8. INDEPENDENT PROVIDER

The parties intend that an independent Provider relationship will be created by this contract. Provider 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. Provider 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 Provider. Those persons will be entirely and exclusively under the direction, supervision, and control of Provider.

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 Provider performs the work or services for accomplishing the results. Provider understands and agrees that Provider lacks the authority to bind County or incur any obligations on behalf of County.

Provider, including any subcontractors or employees of Provider, 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. Provider 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 Provider. Provider shall not be subject to the work schedules or vacation periods that apply to County employees.

Provider 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 Provider provides for its employees.

Provider 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 Provider shall not make any agreements or representations on the County's behalf.

9. ASSIGNMENT AND DELEGATION

Provider is engaged by County for its unique qualifications and skills as well as those of its personnel. Provider 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 Provider receives written consent to subcontract services under this Agreement, Provider is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Provider 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. Provider shall obtain prior written approval from the Contract Administrator before subcontracting any of its obligations to provide services under this Agreement. Approval is at the discretion of the Contract Administrator but shall not be unreasonably withheld. Provider 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 Code of Federal Regulations (CFR) 438.230.
- B. Provider shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SMHS Social Rehabilitation Facility services provided by third parties under subcontracts, whether approved by the County or not.
- C. Provider shall not subcontract, assign or delegate services to providers 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 Provider 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 Provider's obligations in this Agreement. (42 CFR Section 438.230(c)(1)(ii).)
  - III. Subcontractor's agreement to submit reports as required by the Provider and/or the County.

- IV. The method and amount of compensation or other consideration to be received by the subcontractor from the Provider.
- V. Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Provider 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 Provider 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 Provider 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 Provider 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 Provider'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. The Provider 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 Provider 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 herein and include the applicable provisions of 42 Code of Federal Regulations (CFR) 438.230.
- H. Provider 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 Provider to the County to assure that all activities under this contract are carried out.
- J. Provider shall take positive efforts to use small businesses, minority-owned firms and women's business enterprises, to the fullest extent practicable, including if the Provider subcontracts services pursuant to ARTICLE 2, General Provisions, 9. Assignment and Delegation. Provider 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 Provider 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 Provider, the excess costs to procure from an alternate source.
- II. County shall pay Provider the sum due to Provider 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 Provider under this Agreement and the balance, if any, shall be paid to Provider upon demand.
- III. County may require Provider to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

- IV. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - V. A representation or warranty made by Provider in this Agreement proves to have been false or misleading in any respect.
  - VI. Provider 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.
  - VII. 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 Provider.
  - C. Ceasing Performance: County may terminate this Agreement immediately in the event Provider 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 Provider, 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, Provider 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

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Provider 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 Provider in the performance of the Agreement.
- D. In the event Provider 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. Provider 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. Provider 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, Provider 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 Provider agrees that no work or services shall be performed prior to the giving of such approval. In the event the Provider 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:

1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. 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 Provider'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 Provider'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 Provider 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. Provider's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
  - N. In the event Provider cannot provide an occurrence policy, Provider 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 Provider 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.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, 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.
- C. Any officer or employee of County that are involved in this Agreement.

If Provider becomes aware of a conflict of interest related to this Agreement, Provider 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), Provider 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 Provider, 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 Provider 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. Provider 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. United States Code of Federal Regulations, Title 42, including but not limited to Parts 2, 438 and 455;
  - V. United States Code of Federal Regulations, 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. Provider acknowledges and agrees to comply with the following state-required mandated reporter regulations as they apply to the services being rendered by Provider: 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. Provider shall not use any funds paid from this agreement for any lobbying activities as defined in said code. Any lobbying activities performed by the Provider 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 Provider's facilities for Medi-Cal site certification, in accordance with DHCS protocol.
- B. Certification of Provider as an organizational provider of SMHS shall be in conformance with Short Doyle/Medi-Cal (SD/MC) "Provider Re/Certification Protocol" requirements available at <https://www.dhcs.ca.gov/services/MH/Pages/Certifications.aspx>.
- C. Provider shall maintain at least the following Medi-Cal Site certified and appropriate facility(ies) for the provision of SMHS and SRTS 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 Adresses			
Compassion Garfield 6100 Garfield Ave Sacramento, CA 95841	Compassion Cirby Ranch 1085 Sandringham Way Roseville, CA 95661	Compassion Springs 4229 Toyon Dr. Diamond Springs, CA 95619	Anderson Social Rehabilitation Facility 1901 Barney Rd Anderson, CA 96007

- D. Provider shall maintain current written policies and procedures required by the Short Doyle/Medi-Cal (SD/MC) Provider Certification & Re-Certification Protocol issued by the State.
- E. Provider shall comply with the provisions of CCR Title 9, Section 1810.435.
- I. Provider 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 Provider 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 provider 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 Providers of the provider.
- F. Changes to Site Certified Facilities: Provider 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, Provider 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. Provider 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 Provider provide services at a site for which the Medi-Cal site certification has expired or otherwise terminated.
  - II. Provider shall provide CMS, the State Medicaid agency, the County, and their agents, and/or designated Providers with access to provider locations to conduct unannounced on-site inspections of any and all provider locations, with the exception of satellite sites.
  - III. Correction of Issues Identified During Inspections: Provider 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. Social Rehabilitation Facility (SRF) Requirements:
- I. Provider agrees to maintain Americans with Disabilities Act (ADA) compliance in a clean, comfortable, functional, and non-institutional setting, compliant with State Social Rehabilitation Facility (SRF) 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. SRF must be enrolled as a DHCS Medi-Cal Provider responsible for providing Assisted Living Waiver (ALW) services to residents.
- III. SRF provider must have a National Provider Identifier (NPI).
- IV. Facility must be registered in all applicable State and federal databases (e.g., PAVE, NPES).
- 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

Provider 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 Social Rehabilitation Treatment Services (SRFS), under Medi-Cal.

## 3. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

A. In collaboration with the County, Provider will work to ensure that individuals to whom the Provider provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Provider 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 Provider 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, Provider will comply with the Federal Health and Human Services, Office of Inspector General's requirement that any provider 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 Provider must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest 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:

- a. Office of Inspector General List of Excluded Individuals/Entities (LEIE)

- b. DHCS Medi-Cal List of Suspended or Ineligible Providers
  - c. Social Security Administration's Death Master File
  - d. National Plan and Provider Enumeration System (NPPES)
  - e. Excluded Parties List System (EPLS)
- III. If the Provider 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 provider as of the effective date of the exclusion. The Provider shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
- IV. Allowing staff listed in any State or federal database to provide services performed under this Agreement will result in corrective action.
- V. Provider 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.
- VI. By signing this Agreement, the Provider 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.
- VII. The Provider 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)).
- VIII. By signing this Agreement, the Provider 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.
- IX. If the Provider is unable to certify to any of the statements in this certification, the Provider shall submit an explanation to the County Contract Administrator, or successor.
  - X. 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.
  - XI. The Provider 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](http://www.sam.gov)); evidence of registration must be provided by the Provider 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

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

## 6. MEDICAL NECESSITY

- I. Provider 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.
- II. 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.

III. 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. Provider shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- B. Provider shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- C. Provider 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. Provider shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- E. To facilitate care coordination, Provider will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client’s care, in satisfaction of state and federal privacy laws and regulations.

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, Provider will ensure that clients receive timely mental health services without delay.
- D. Services are reimbursable to Provider 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 Provider is serving a client receiving both SMHS and NSMHS, Provider holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

**ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

1. SERVICE AUTHORIZATION

- A. Provider will collaborate with County to complete authorization requests in line with County and DHCS policy.

- B. Provider 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. Provider shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
  - D. County shall provide Provider with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
  - E. Provider shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.
2. DOCUMENTATION REQUIREMENTS
- A. Provider will follow all documentation requirements in compliance with federal, state and County requirements.
  - B. All Provider documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Provider 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. Provider 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
- A. Provider shall ensure that all client medical records include an assessment of each client's need for mental health services.
  - B. Provider will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
  - C. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
  - D. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Provider's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.
4. ICD-10
- A. Provider shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
  - B. Once a DSM diagnosis is determined, the Provider shall determine the corresponding diagnosis in the current edition of ICD. Provider 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. Provider will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- B. Provider 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 provider (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, Provider 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. Provider 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. Provider 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. Provider shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

8. TRANSITION OF CARE TOOL

- A. Provider shall use a Transition of Care Tool for any clients whose existing services will be transferred from Provider to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Provider, 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. Provider 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. Provider 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. Provider may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- D. Medical records for clients served by Provider under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Provider. 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 Provider’s telehealth practices, and Provider must allow access to all materials needed to adequately monitor Provider’s adherence to telehealth standards and requirements.

**ARTICLE 5. CHART AUDITING AND REASONS FOR RECOUPMENT**

1. MAINTENANCE OF RECORDS

Provider 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

Provider shall provide County with access to all documentation of services provided under this Agreement for County’s use in administering this Agreement. Provider 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 Provider 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 Provider'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 Provider and County, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING, COMPLIANCE, AND MONITORING

- A. Providers 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. Provider 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 Provider's internal audit process as applicable.
- C. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Provider 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 Provider 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 Provider be deemed insufficient or inaccurate.
- D. State Audits: Provider 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, Provider 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 Providers, 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. The Provider will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.
- G. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the Provider 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 Provider at any time.
- I. Upon notification of an exception or finding of non-compliance, the Provider 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. Provider and County mutually agree to maintain the confidentiality of Provider'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. Provider shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.
- B. Provider'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. Provider'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 Provider in a complete and timely manner.

6. REASONS FOR RECOUPMENT

- A. County will conduct periodic audits of Provider 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 Provider 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](http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf).
  - II. Overpayment of Provider 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. Provider shall reimburse County for all overpayments identified by Provider, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. COOPERATION WITH AUDITS

- A. Provider 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, Provider shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- C. Provider 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. Provider 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 Provider 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, Provider 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 Provider 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 Provider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Provider 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 Provider 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. Provider 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. Provider 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. Provider 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

Provider 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 Provider shall comply with the provisions of 42 C.F.R. §§438.604, 438.606, 438.608 and 438.610. (42 C.F.R. §438.600 (b)).

### 2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

- A. Providers must follow the uniform process for credentialing and recredentialing of network providers established by County, including disciplinary actions such reducing, suspending, or terminating provider’s privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- B. Upon request, the Provider must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
- C. Provider must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D. Providers shall ensure that all of their network providers, delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
  - I. Any limitations or disabilities that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
  - II. A history of loss of license or felony convictions;
  - III. A history of loss or limitation of privileges or disciplinary activity;

- IV. A lack of present illegal drug use; and
- V. The application's accuracy and completeness
- E. Provider must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.
- F. Provider is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
- G. Provider is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

3. SCREENING AND ENROLLMENT REQUIREMENTS

- A. County shall ensure that all Provider providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. §438.608(b)).
- B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Provider, of up to 120 days but must terminate this Agreement immediately upon determination that Provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the Provider, and notify affected clients (42 C.F.R. § 438.602(b)(2)).
- C. Provider shall ensure that all Providers and/or subcontracted providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. §455.434(a). Provider 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. Provider 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. Provider must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Provider 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 Provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Provider as per 42 C.F.R. § 438.608 (a)(6).
- C. Provider 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. Provider 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 Provider 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. Provider shall report to the County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Provider 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. Provider 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 Provider. (42 C.F.R. §§ 455.104, 455.105, and 455.106)
  - B. Upon the execution of this Agreement, Provider shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104).

- C. Provider must disclose the following information as requested in the Provider Disclosure Statement:
- I. Disclosure of 5% or More Ownership Interest:
    - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security Number must be disclosed.
    - b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
    - c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
    - d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Agreement. (42 C.F.R. § 455.434)
  - II. Disclosures Related to Business Transactions:
    - a. The ownership of any subcontractor with whom Provider 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 Provider and any wholly owned supplier, or between Provider and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)
  - III. Disclosures Related to Persons Convicted of Crimes:
    - a. The identity of any person who has an ownership or control interest in the Provider or is an agent or managing employee of the Provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
    - b. County shall terminate the enrollment of Provider 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. Provider must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Provider ownership or upon request of County. County may refuse to enter into an Agreement or terminate an existing Agreement with a Provider if the Provider fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the Provider did not fully and accurately make the disclosure as required.
- E. Provider must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. §438.610. Provider must not employ or subcontract with providers or have other relationships with providers 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 Provider 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. Provider shall certify, prior to the execution of the Contract, that the Provider does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. § 438.610. Provider 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](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
  - II. [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
  - III. [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
  - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
  - V. any other database required by DHCS or DHHS.
- C. Provider shall certify, prior to the execution of the Agreement, that Provider does not employ staff or individual Providers/vendors that are on the Social Security Administration's Death Master File. Provider shall check the following database prior to employing staff or individual Providers/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
  - I. <https://www.ssdmf.com/> - Social Security Death Master File
- D. Provider is required to notify County immediately if Provider becomes aware of any information that may indicate their (including employees/staff and individual Providers/vendors) potential placement on an exclusions list.
- E. Provider shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
- F. Provider must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- G. If a Provider finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). Provider shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

**ARTICLE 8. QUALITY IMPROVEMENT PROGRAM**

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

- A. Provider 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. Provider shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Provider shall measure, monitor, and annually report to the County its performance.
  - C. Provider shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Provider shall assess client/family satisfaction by:
    - I. Surveying client/family satisfaction with the Provider'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. Provider, 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. Provider shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Provider shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Provider at least annually and shared with the County.
  - F. Provider 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. Provider 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. Provider shall ensure that there is active participation by the Provider's practitioners and providers in the QIC.
  - H. Provider shall assist County, as needed, with the development and implementation of Corrective Action Plans.
  - I. Provider 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. Provider 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. Provider 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. Provider 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 providers available to clients, and changes in geographic service area.

3. TIMELY ACCESS

- A. Provider 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 Provider to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- B. Timely access standards include:
  - I. Providers must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the Provider offers services to non-Medi-Cal clients. If the Provider's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the Provider makes available for Medi-Cal services that are not covered by the Agreement or another county.
  - II. Appointment data, including wait times for requested services, must be recorded and tracked by Provider, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management department or other designated persons.
  - III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request
  - IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
  - V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
  - VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

- A. Provider 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. Provider shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).
5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
- A. Provider shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Provider, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act, and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
  - B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e., PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist.
  - C. Interns, trainees, and associates are not eligible for enrollment.
6. PHYSICIAN INCENTIVE PLAN
- If Provider wants to institute a Physician Incentive Plan, Provider 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. Provider 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 Provider'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 Provider will cooperate in the conduct of such independent investigations.

**ARTICLE 9. FINANCIAL TERMS**

**1. CLAIMING**

- A. Provider shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Provider 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. Provider 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. Provider 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. Provider 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. PROVIDER PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

- A. Provider may not redirect or transfer funds from one funded program to another funded program under which Provider provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- B. Provider 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 Provider is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Provider 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. Provider 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. Provider 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. Provider 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. Provider 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. Provider 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, Provider 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, Provider shall not unlawfully discriminate against any person.
- D. County may require Provider’s services on projects involving funding from various state and/or federal agencies, and as a consequence, Provider shall comply with all applicable

nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Provider 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; Provider 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. Provider and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- E. Where applicable, Provider shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- F. Provider'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, Provider 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, Provider shall not unlawfully discriminate against any person.
- H. Provider shall comply with Exhibit D, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Provider 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, Provider must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

## 3. APPLICABLE FEES

- A. Provider 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, Provider shall use the uniform billing and collection guidelines prescribed by DHCS.

- B. Provider 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. Provider 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 Provider 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. Provider 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. Provider 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. Provider 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)). Provider 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). Provider 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. Provider 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. Provider 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. Provider 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 Provider if all of the following conditions are met:
  - a. The format is readily accessible;
  - b. The information is placed in a location on the Provider'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 Provider provides it upon request within five business days. (42 C.F.R. § 438.10(c)(6)).

B. Language and Format

- I. Provider 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. Provider 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. Provider shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Provider's SUD health education materials, available in the prevalent non-English languages in the County. (42 C.F.R. § 438.10(d)(3).)
  - a. Provider 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. Provider 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. Provider 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. Provider Directory
  - d. Advance Health Care Directive Form (required for adult clients only)
  - e. Notice of Language Assistance Services available upon request at no cost to the client
  - f. Language Taglines
  - g. Grievance/Appeal Process and Form
  - h. Notice of Privacy Practices
  - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- II. Provider 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. Provider 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 Provider's website and must be physically available at the Provider 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 Provider 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 Provider'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 Provider 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. Provider Directory
- I. Provider must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
  - II. Provider must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
  - III. Any changes to information published in the provider directory must be reported to the County within two (2) weeks of the change.
  - IV. Provider will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

**ARTICLE 11. DATA, PRIVACY AND SECURITY REQUIREMENTS**

**1. CONFIDENTIALITY AND SECURE COMMUNICATIONS**

- A. Provider 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. Provider will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- C. Provider 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. Provider shall not use or disclose PHI or PII other than as permitted or required by law.

2. ELECTRONIC PRIVACY AND SECURITY

- A. Provider shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Provider'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. Provider shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Provider 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 Provider 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. Provider 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. Provider 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. Provider 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 Provider 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. Provider 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. Provider agrees to hold the County harmless for any breaches or violations.

**ARTICLE 12. CLIENT RIGHTS**

Provider 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 Provider in the delivery of services provided under this Agreement. Full cooperation shall be given by the Provider in any auditing or monitoring conducted, according to this Agreement.
2. Provider 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 Provider 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 Provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Provider's place of business, premises or physical facilities (42 CFR § 438.230(c)(3)(iv)).
4. Provider 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 Provider to ensure compliance with laws, regulations, and requirements, as applicable.
5. County reserves the right to place Provider on probationary status, should Provider 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, Provider may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
6. Provider shall retain all records and documents originated or prepared pursuant to Provider'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 Provider'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. Provider 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. Provider 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. Provider shall comply with ARTICLE 11. Data, Privacy And Security Requirements regarding relinquishing or maintaining medical records.
11. Provider 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. Provider 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 Provider ceases operation of its business, Provider shall deliver or make available to County all financial records that may have been accumulated by Provider or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. Provider 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 Provider.
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 Provider has not performed satisfactorily.

#### **ARTICLE 14. SITE INSPECTION**

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Provider 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. Provider 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 Provider 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 Provider advance written notice of such termination, allowing Provider 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.

**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 Provider'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: ChristianneKernes  
ChristianneKernes (Dec 6, 2023 10:52 PST)

Dated: 12/06/2023

Christianne Kernes, LMFT  
Deputy Director  
Health and Human Services Agency, Behavioral Health Division

**Requesting Department Head Concurrence:**

By: Olivia Byron-Cooper  
Olivia Byron-Cooper (Dec 6, 2023 11:03 PST)  
Olivia Byron-Cooper  
Director  
Health and Human Services Agency

Dated: 12/06/2023

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

-- COUNTY OF EL DORADO --

Dated: 1/9/24

By: Wendy Thomas  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyra Schaeffgen  
Deputy Clerk

Dated: 1/9/24

-- COMPASSION PATHWAYS BEHAVIORAL HEALTH LLC DBA  
COMPASSION SPRINGS --

By: Ifeanyi Ezeani  
Ifeanyi Ezeani (Dec 12, 2023 15:55 PST)  
Ifeanyi Ezeani  
Executive Director  
"Provider"

Dated: 12/12/2023

**Compassion Pathways Behavioral Health LLC DBA Compassion Springs  
Exhibit A  
Scope Of Work**

**Social Rehabilitation Treatment Services**

**A. Provider's Social Rehabilitation Facility (SRF) Operational Requirements:**

1. Provider agrees to furnish the facility, personnel, services and equipment necessary to provide Residential Treatment Services in a fully functional Social Rehabilitation Facility (SRF) for Clients on an "as requested" basis for the County of El Dorado (County) Health and Human Services Agency (HHSA). 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. Provider shall maintain all requirements in accordance with California Code of Regulations (CCR) Title 22, Division 6, Chapter 2, and CCR Title 9, Division 1, Chapter 11.
2. **Client Placement:** Clients meeting criteria for placement in Provider's Social Rehabilitation Facility (SRF) shall include having been diagnosed with a mental health diagnosis; be eighteen (18) to fifty-nine (59) years of age, in fair to good medical condition, and may demonstrate moderate to severe mental health symptoms that impact their ability to safely live independently.
3. **County HHSA/BHD Responsibilities include the following:**
  - i. County HHSA/BHD will ensure that any Client referred to Provider is eligible as a Full Service Partnership client and shall attest to same on the Referral Authorization, in the form and format as approved by County.
  - ii. County HHSA/BHD will complete Referral Authorization and the Client's Individual Services and Supports Plan, and submit both to Provider for each Client referred within twenty-four (24) hours of placement.
  - iii. County HHSA/BHD will provide case management support for Clients residing in the facility.
  - iv. County HHSA/BHD will provide Psychiatric Emergency Services ("PES") evaluations pursuant to California Welfare and Institutions Code 5150 as when necessary.
  - v. County HHSA/BHD will participate in discharge planning.
4. **Provider Staffing Requirements:**
  - i. Staff qualifications and the number of staff on-site and available as-needed must be in compliance with State requirements for operations a SRF. Facility personnel must 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 must be within the scope of practice for the duties performed, including supervisory and medication support services.
  - ii. Staff shall be highly competent, caring, and compassionate, with experience working

with individuals with a serious mental illness and co-occurring disorders.

- iii. Staff shall be trained on all relevant operational requirements of an SRF, 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.
- iv. As may be necessary, staffing should be able to 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.
- v. Provider must provide ongoing staff training in topics relevant to client treatment, the operation of an SRF, and the provision of excellent client care.
- vi. Provider must have licensed nurses on staff in order to provide skilled nursing services as needed.
- vii. To be in compliance with applicable State law and regulations, the Provider must 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, must be on site twenty-four (24)-hours per day, seven (7) days per week.
- viii. The designated administrator must 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.

**5. Admission and Discharge:**

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

**6. Level of Care:**

The purpose of the SRF 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 SRF are anticipated to have a high level of care, but not rising to the level of requiring a locked placement.

County HHSA/BHD will reassess Clients' level of care every six (6) months after admission using, minimally, the Levels of Care Utilization System (LOCUS) and Adult Needs and Strengths Assessment (ANSA). If there is a significant change in the level of functioning before the six (6) month period is over, the Provider and the HHSA/BHD will prepare a new assessment and Needs and Services Plan.

**7. SRF Environment:**

The Provider's SRF 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 SRF 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.

Provider shall ensure that SRF Clients are introduced and encouraged to access services in the community such as health care, living needs (such as shopping), and recreational services. Provider 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 Provider to engage the clients in a variety of community activities.

**8. 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. Provider will support Clients in attending medical, dental, and other appointments, and will ensure that advocacy is provided as needed.

**9. Client Medication Services:**

Medications will be dispensed by Provider as required by their operational license. Provider will 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 Provider.

**10. Psychiatric and Medication Support Services:**

- i. 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 Provider does not have a psychiatrist available, and a Client is in need of MSS, a MSS referral must be sent to HHSA/BHD for service coordination. MSS must be listed on the Treatment Plan as an intervention prior to the referral being sent to HHSA/BHD.
- ii. Provider shall notify El Dorado County HHSA/BHD in writing when the waiting time to see a Psychiatrist exceeds fifteen (15) days.

**11. Communication with Collaborative Partners:**

Provider will be required to maintain effective and ongoing communication with the HHSA/BHD and related partners supporting the SRF Program and Clients.

The majority of the SRF Clients will be conserved pursuant to the Lanterman-Petris-Short (LPS) Act. Therefore, Provider will be required to collaborate with the County's Public Guardian office and other individual conservators for the care and treatment of the conserved individuals residing at the SRF.

Some of the SRF Clients will have been or will be involved with the criminal justice system. Therefore, the Provider will be required to 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 Provider. To ensure effective collaboration, PROVIDER 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.

12. Provider's staff at the SRF 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 SRF staff in case of any Client-specific concerns or emergencies. The SRF shall also display all other required posters and/or notifications, such as County grievance forms.

**13. Client Training:**

Provider's SRF will 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

- 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 SRF. Behaviors will be evaluated by Provider and behavior plans implemented in collaboration with the Provider and Client to decrease exhibited negative or aggressive behaviors.

- b. Provider 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 SRF 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.

**14. Client Progress:**

Provider shall track Client progress to 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.

**B. Client Service Requirements:**

Provider's goal of the SRF 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. Provider shall accomplish this goal by helping each Client to develop independent living skills and improve their quality of life.

Provider shall treat Clients with respect and allow Clients to live in the SRF with the ability to make reasonable decisions and express independence in a monitored and safe environment.

Provider's SRF 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 SRF, with the goal of discharging to a lower level of care within one hundred eighty (180) days. Clients will actively participate in the development of their Needs and Service Plans.

Provider shall deliver the following Client services:

**1. Training in Personal Hygiene**

- a. Hand Washing: Clients will receive training by Provider in hand washing by daily reminders to wash hands in warm running water using soap. Provider will 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 Provider in grooming. Provider shall 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 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. Provider will provide training in clothing that matches in design and color. Clothing will be free of offensive language.

## 2. Training 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.
  - i. 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.
  - ii. 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.
  - iii. Trash Removal and Maintenance: Clients will receive training on how to properly dispose of trash by placing trash can liners in trash cans and removing liners to place trash in outside trash cans. Clients will receive training on the inside of trash cans 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.
  - iv. 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 Provider. Clients will receive safety training prior to operation of machinery.

- v. 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.
- vi. 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.
- vii. 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.
- viii. 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).
- ix. 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.
- x. 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.
- xi. 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.

- xii. 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.
- xiii. 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.
  - a) Clients will be taught how to budget for clothing and food items they wish to purchase. Provider will teach clients appropriate behaviors in public and how to make appropriate selections.
  - b) 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.
  - c) Clients will budget their money to make purchases. Clients will be taught to retain receipts to track expenses and for exchanges if needed.
- xiv. 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.
- xv. 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, Provider will work with client to obtain proper identification.
- xvi. Reading and Writing: Clients will be given daily opportunities to read and write including the opportunity to read with Provider such items as newspapers, magazines, menus, and activity logs, and to review with Provider 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. Provider will incorporate the opportunity to practice reading and writing into daily living routines, and to further develop reading and writing skills.
- xvii. 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.

- xviii. 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 SRF will display digital time as well as traditional clocks with numbers.
- xix. 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 Provider. 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.
- xx. 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 Provider 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.

### 3. **Social / Communication Skills Development**

- a. Management of Friendships: Clients will be taught to facilitate and maintain healthy friendships. Clients will be asked not to date current residents within the SRF. Appropriate ways to initiate interpersonal relationships will be taught by review of appropriate greetings, conversation starters, and how to exchange personal information.
- b. 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 Provider staff or each other. Provider staff will role model appropriate behaviors by not hugging or touching clients but using handshakes and high five methods instead of hugging.
- c. 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.

**4. Recreation and Leisure Skills Development**

Clients will be encouraged to learn new sports and to participate in recreational activities. Provider will review with Clients how to register for recreational activities, if needed, and the schedules and practice times for participation in desired sports activities. Provider 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. Provider will 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 Provider. Trainings will include appropriate time allotments and how to prioritize activities.

**5. 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.

**6. 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. Provider will 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. Provider will 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. Provider will 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. Provider 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.

**C. Staff Training**

1. Provider staff will be required to successfully complete / pass the following criteria prior to working / performing duties at the SRF 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 DMV clearance, possess a valid California Driver’s License suitable to the vehicles used by the Provider, and provide evidence of automobile insurance that meet the requirements of the Provider.
  
2. Provider will implement a training plan for staff to ensure ongoing training in the following areas:
  - a. The Statement of Purpose of the SRF
  - 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
  
3. Ongoing training shall consist of a structured weekly meeting to discuss updated information regarding delivery of training to Clients.

**D. 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. Provider must 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 (quarterly at a minimum; more frequently if needed);
  - b. Client behavioral concerns;

- c. Full Service Partnerships documentation, including but not limited to key tracking events;
  - d. Unusual occurrence reports;
  - e. Results of any State or federal audits;
  - f. Grievances; and
  - g. All State and federal reporting that may be required by law or regulation.
2. Provider 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 must 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 SRF 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 SRF; and
  - d. Other measurements PROVIDER deems indicative of success.

**Compassion Pathways Behavioral Health LLC DBA Compassion Springs  
Exhibit B  
Provider Rates**

Provider shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.

**A. Rate**

A single per person per day rate to be billed daily.

Residential Daily Rate	Unit	Rate
Daily Rate	Per day/per client	\$375.00

**B. Specialty Mental Health Services (SMHS)**

Rates for SMHS outpatient services are to be billed to the county at the following rates per provider taxonomy.

Taxonomy	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
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
99213 Established Patient Eval - Psychiatrist/MD	20-29 minutes	\$436.21
99214 Established Patient Eval - Psychiatrist/MD	30-39 minutes	\$610.70
99205 New Patient Eval - Psychiatrist/MD	60-74 minutes	\$1,169.06

**Compassion Pathways Behavioral Health LLC  
DBA 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 receives 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, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions 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 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.

12/12/2023

Date

Compassion Pathway Behavioral Health LLC

Type or write name of company

Ifeanyi Ezeani

Ifeanyi Ezeani (Dec 12, 2023 15:55 PST)

Signature of authorized individual

Ifeanyi Ezeani

Type or write name of authorized individual

**Compassion Pathways Behavioral Health LLC  
DBA Compassion Springs  
Exhibit D  
“Vendor Assurance of Compliance with  
Nondiscrimination in State and Federally Assisted Programs”**

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

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

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

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

12/12/2023  
Date

*Hfeanyi Ezeani*  
Hfeanyi Ezeani (Dec 12, 2023 15:55 PST)  
Signature

\_\_\_\_\_  
Address of vendor/recipient

**Compassion Pathways Behavioral Health LLC  
DBA 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”).

**RECITALS**

**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 in 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 (Dec 12, 2023 15:55 PST)  
Name  
"BA Representative"

Dated: 12/12/2023

By: *Christianne Kernes*  
ChristianneKernes (Dec 6, 2023 10:52 PST)  
Name  
"HHS Representative"

Dated: 12/06/2023