

AGREEMENT FOR SERVICES #XXXX

Specialty Mental Health Services

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 **PROVIDER NAME**, a California non-profit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is **PROVIDER ADDRESS** (Mailing Address: **PROVIDER MAILING ADDRESS**), (hereinafter referred to as "Provider");

RECITALS

WHEREAS, County has contracted with the State of California to serve as the Mental Health Plan (MHP) for the County of El Dorado. As the MHP, County must provide or arrange for the provision of certain mandated services, including outpatient Specialty Mental Health Services (SMHS) for children and young adults, under the age of twenty-one (21) (hereinafter referred to as Clients);

WHEREAS, County has determined that it is necessary to obtain a Provider to provide outpatient SMHS for County-authorized Clients who meet the criteria for outpatient SMHS set forth in California Welfare and Institutions Code (WIC) Section [5600.3](#) and California Code of Regulations (CCR) Title 9, Division 1, Chapter 11, Sub-Chapter 3, Article 2, Section [1830.205](#) and [1830.210](#), on an "as requested" basis for the El Dorado County Health and Human Services Agency (HHS), Behavioral Health Division;

WHEREAS, Provider responded to Request for Qualifications (RFQ) #24-0051 for Youth SMHS on June 24, 2024, wherein Provider represented to County that it is qualified to perform the special services described in ARTICLE I, Scope of Services;

WHEREAS, Provider has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; 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, 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:

ARTICLE I

Scope of Services: In collaboration with the County, Provider shall provide the services set forth in Exhibit A, marked “Scope of Services,” incorporated herein and made by reference a part hereof, to Clients who meet Criteria for Beneficiaries to Access SMHS Delivery System, as per Department Health Care Services (DHCS) guidance specified in Behavioral Health Information Notice (BHIN) [21-073](#) pertaining to youth under the age of twenty one (21), or as amended by DHCS. Specifically, the Provider shall 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.

Provider agrees to be responsible to ensure all provided services and documentation are consistent and in accordance with County’s fully executed Mental Health Plan (MHP) agreement(s) with the DHCS in effect at the time services are provided (“MHP Agreement”). Said agreement(s) are available under the Behavioral Health Funding and/or Governing Agreements section at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>.

Provider shall ensure:

- A. SMHS services shall be made available to Clients twenty-four (24) hours a day, seven (7) days a week, when medically necessary.
- B. Provider shall have available twenty-four (24) hours a day, seven (7) days a week an on-call Mental Health Clinician or Rehabilitation Specialist to provide de-escalation support for the Client and their families at the time of crisis.
- C. For enrolled Clients, Provider shall provide all medically necessary SMHS required pursuant to [Section 1396d\(r\)](#) of Title 42 of the United States Code. Provider shall provide covered SMHS to enrolled Clients to access the SMHS delivery system of the County’s Mental Health Plan for beneficiaries under age 21 who meet the criteria as set forth in BHIN 21-073, or as may be amended.
- D. Services shall be provided in conformance with the terms and conditions as stated herein and set forth in Exhibit A, Scope of Services.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2025, through June 30, 2026.

The parties shall have the option to extend the term for one (1) additional one (1) year term after the initial expiration date through June 30, 2027, with the same terms/conditions set forth in ARTICLE I, Scope of Services. The option to renew shall be subject to HHSA Director approval upon written notification in accordance with ARTICLE titled "Notice to Parties."

ARTICLE III

Compensation for Services: For all satisfactory services provided herein, including any deliverables that may be identified herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County’s receipt and approval of invoice(s) identifying services rendered.

- A. **Rates:** For the purposes of this Agreement, the billing rates shall be as defined in Exhibit B marked “Provider Rates,” incorporated herein and made by reference a part hereof.
- B. **Invoices:** It is a requirement of this Agreement that Provider shall submit an original invoice similar in content and format with the HHSA invoice template linked online at

<https://EIDoradoCounty.ca.gov/HHSA-Contractor-Resources>, 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.

1. **Medi-Cal Billing:** Invoicing shall be performed in a Two-Step Process. Provider shall upload to County's Secured File Transfer Protocol (SFTP) server, or submit by using a secured and encrypted email protocol in compliance with Health Insurance Portability and Accountability Act (HIPAA) ([Pub. L. No. 104-191](#)) security regulations, an Excel data file and draft invoice to County for review and approval.

The Two-Step invoicing process is as follows:

- a. **Step One:** Provider shall submit an Excel data file with columns as identified below. To avoid federal and state HIPAA violations, County requires that Providers submit Client's protected private health information (PHI) via the County's SFTP server, or by encrypted email. To gain access the County's SFTP server, please email: HHSA-Billing@edcgov.us.

The Excel data file shall include the following information:

- i. First Name.
 - ii. Last Name.
 - iii. Admission Date.
 - iv. Date of Service.
 - v. Practitioner Name.
 - vi. Units/Duration.
 - vii. Billed Amount.
- b. **Step Two:** County will perform a review and approval of the submitted Excel data file and notify Provider of services approved for billing. Upon approval by County, Provider shall follow Invoice Submittal/Remittance instructions below detailing services approved for billing.

2. **Invoice Submittal/Remittance (All Services):** For services provided herein, 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 I, Scope of Services. Invoices shall be submitted with adequate back-up documentation, for review and approval.

Invoices must include the following information:

- a. County Issued Agreement Number.
- b. Provider Name and Address.
- c. Service Month.
- d. Invoice Total.
- e. Service totals (Units and Cost total per service code).
- f. Provider Contact Information.

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 data-bbox="402 268 683 300">BHinvoice@edcgov.us</p> <p data-bbox="339 304 743 409">Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p data-bbox="894 254 1338 424">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted 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. Supplemental Invoices for services provided during the period of July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the HHSA’s Chief Fiscal Officer.

In the event that Provider fails to deliver, in the format specified, the deliverables and financial reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled “Default, Termination, and Cancellation,” herein.

- C. **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.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Provider-Resources> as required by California Welfare & Institutions Code (WIC) § 5650. Provider agrees to comply with applicable provisions to the provision of SMHS services as set forth in County’s Performance Contract Agreement 21-100079, as amended or replaced.
- D. **Denied Invoices:** SMHS payments will 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.
- E. **Compensation for Incentive Deliverables:** For deliverables in accordance with Exhibit C titled “Incentives” provided herein, Provider shall submit complete reports, which shall be reviewed and approved by County Contract Administrator or designee. Invoice(s) for successful Incentive Reporting, shall be submitted within thirty (30) days following Contract Administrator written report approval. For reports provided herein during the first eighteen (18) months of the Agreement, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County’s receipt and approval of the Incentive Payment invoice(s). Additionally, County may withhold an incentive payment if Provider fails to comply with any provision of this

Agreement. Failure to submit incentive deliverable reports shall have no impact on the Invoice Remittance detailed above for all other services.

County may amend Exhibit C throughout the term of the Agreement contingent on County Contract Administrator approval. Notice of amended Exhibit C shall be submitted, in writing no less than 30 days prior to the first day of the month in which the amended Exhibit shall take effect, to the address noted in the ARTICLE titled “Notice to Parties”. Amendments to Exhibit C shall have no effect on Maximum Obligation of Incentive payments defined in ARTICLE IV, Maximum Obligation, Table 2.

Invoices for Incentive Reporting must include the following information:

- a. County Issued Agreement Number.
- b. Provider Name and Address.
- c. Service Month.
- d. Invoice Total.
- e. Individual Incentive Total(s).
- f. Provider Contact Information.

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

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

or to such other location or email as County directs.

For all satisfactory deliverables provided herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County’s receipt and approval of incentive invoice(s) identifying deliverables rendered.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables and incentive payments provided under this Agreement for the initial term shall not exceed \$**X,XXX,XXX**, inclusive of all costs, taxes, incentive payments and expenses. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term for the one (1) additional year, the maximum obligation shall be \$**X,XXX,XXX**.

The services provided under this Agreement are one component of the County’s integrated Children’s System of Care (“Integrated System”). The Integrated System consists of an array of SMHS designed to meet the specialty mental health needs of the children’s Medi-Cal population of County. The Integrated System is comprised of the SMHS provided under this Agreement and other SMHS services for which the County contracts with other parties.

The total not-to-exceed amount of all SMHS services provided through the County’s Integrated System is \$7.1 million (“Total Integrated System Amount”) per fiscal year.

A. Maximum Obligation of Services and Deliverables

The following terms apply to the Table 1: Provider’s Maximum Obligation of Services and Deliverables:

Table 1: Provider’s Maximum Obligation of Services and Deliverables

Description	Fiscal Year 24/25 (6 months)	Fiscal Year 25/26	Fiscal Year 26/27	Not-to-Exceed
Traditional SMHS				
MHSA SMHS				
MHSA Workforce Education and Training (WET)				
Maximum Services Obligation per Fiscal Year				

The above Table 1 represents the composition of the total not-to-exceed for this Agreement for SMHS services and deliverables.

1. Subject to the written approval of the County Contract Administrator, HHSA Director, and HHSA Chief Fiscal Officer, or their designees’, County may reallocate the funding listed in Table 1, as needed, among service types and fiscal years, based on funding availability. Any reallocation of funding will be prospective and not affect compensation for services rendered prior to the effective date of the reallocation. County will provide written notice of a reallocation of funding to Provider in accordance with the ARTICLE titled “Notice to Parties.”
2. Subject to the written approval of the County Contract Administrator, HHSA Director, and HHSA Chief Fiscal Officer, or their designees’, County may increase or decrease Provider’s Maximum Obligation for services and deliverables if warranted based upon a quarterly evaluation of the Provider’s actual service delivery and estimated service delivery through the end of the term of the Agreement, which will be determined by the number of qualified referrals that County HHSA Behavioral Health Division provides to Provider per Fiscal Year. If Provider’s Maximum Obligation for services and deliverables is revised, County shall issue at least 30-days written notice thereof.
 - a) Maximum Obligation decreases will not affect compensation for services rendered prior to the effective date of the change to the Maximum Obligation.
 - b) MHSA WET Not-to-Exceed services, as set forth in Table 1, are not subject to an increase or decrease in amount as set forth in this subsection 2.
 - c) Incentive Payments Not-to-Exceed services, as set forth in Table 2, are not subject to an increase or decrease in amount as set forth in this subsection 2.
 - d) If applicable, the written approvals for an increase or decrease in Provider’s Maximum Obligation as indicated herein will be provided at least 30 days in advance by County to Provider in accordance with the ARTICLE titled “Notice to Parties.”
3. 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.

4. 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. Provider is responsible for managing the Maximum Obligation defined herein, and in no event shall County be obligated to pay Provider for any amount in excess of the Maximum Obligation per fiscal year and Maximum Obligation by Program, as amended in accordance with the provisions herein. Provider holds the County harmless for Provider over-spending of either the Maximum Obligation per fiscal year or by Program.

B. Maximum Obligation of Incentive Payments

The following terms apply to the Table 2: Maximum Obligation of Incentive Payments:

Table 2: Maximum Obligation of Incentive Payments

MAXIMUM OBLIGATION FOR INCENTIVE PAYMENTS		
Funding Category	Fiscal Year 24/25 (6 months)	Fiscal Year 25/26 (12 months)
MHSA SMHS	\$	\$
Maximum Incentive Payment Obligation		\$

The above Table 2 represents the composition of the total not-to-exceed for this Agreement for Incentive Payments. The above Article IV, Subsection A provisions related to Table 1 Maximum Obligation of Services and Deliverables do not apply to the Table 2 payments.

ARTICLE V

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor 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 Code of Federal Regulations (CFR) [Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Any costs for which payment has been made to 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 from 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 the Article(s) titled “Fiscal Considerations” or “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			
Provider:		UEI #:	
Award Term:		EIN #:	
1/1/2025 up to 6/30/2027			
Total Federal Funds Obligated:			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.778			Medi-Cal Assistance Program
Project Description:		SMHS Children’s services for referred clients by The County of El Dorado, Health and Human Services Agency.	
Awarding Agency:		California Department of Health Care Services	
Pass-through Entity		County of El Dorado, Health and Human Services Agency	
Indirect Cost Rate or de minimus		Indirect Cost Rate: De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

ARTICLE VI

Lobbying Certification: The Provider, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Provider shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Provider shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Providers 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.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. 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 the Article titled "Default, Termination, and Cancellation."
- E. 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.
- F. Federal, State, 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.

ARTICLE VIII

Nondiscrimination:

- 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 executing this Agreement 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, California Code of Regulations, Section 11102.
- G. 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.

ARTICLE IX

Taxes: Provider certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Provider to County. Provider agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE X

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 XI

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.

ARTICLE XII

Provider to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Provider, and Provider may perform similar work or services for others. However, Provider shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Provider's responsibilities or hinder Provider's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

Confidentiality: Provider shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Provider, and all Provider's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIV

Health Insurance Portability and Accountability Act (HIPAA) Compliance:

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 H, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

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 XV

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.

A. Subcontracts:

1. Provider shall obtain prior written approval from the County Contract Administrator before subcontracting any of its obligations to provide services under this Agreement. Approval is at the discretion of the County Contract Administrator but shall not be unreasonably withheld. 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](#).
2. Provider shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SMHS services provided by third parties under subcontracts, whether approved by the County or not.
3. 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\(d\)](#).)
4. 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 Agreement, and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified as set forth in
 - 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.
5. 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.
 6. 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.
 7. Subcontractors shall comply with the confidentiality requirements set forth set forth herein and include the applicable provisions of 42 Code of Federal Regulations (CFR) 438.230.
 8. Provider shall monitor any subcontractor's compliance with the provisions of this Agreement, and shall provide a corrective action plan if deficiencies are identified.
 9. No subcontract terminates the legal responsibility of the Provider to the County to assure that all activities under this contract are carried out.
 10. 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 the ARTICLE titled "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.

ARTICLE XVI

Independent Contractor: The parties intend that an independent contractor 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 subcontractor 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.

ARTICLE XVII

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 County's 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.

ARTICLE XVIII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code [§8546.7](#). In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIX

Default, Termination, and Cancellation:

- 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:
1. The alleged default and the applicable Agreement provision; and
 2. 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:

1. 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 Consultant, the excess costs to procure from an alternate source.
2. 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.

3. 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:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Provider in this Agreement proves to have been false or misleading in any respect.
 3. 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.
 4. A violation of the Article titled "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. Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is affected, 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 from County, 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. To complete termination of SMHS Outpatient Services, County will discharge and remove all County clients from Provider's service. In the event this Agreement is terminated by Provider, County shall have an additional thirty (30) days, for a total of sixty (60) days from Provider's written Notice of Termination, to discharge and remove all County clients from Provider's SMHS Outpatient Services.

ARTICLE XX

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

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division

Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

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

Notices to Provider shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)
vendoremail@vendor.com

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

ARTICLE XXI

Change of Address: In the event of a change in 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 pursuant to the provisions contained herein above under the Article titled "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.

ARTICLE XXII

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 XXIII

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 County.

ARTICLE XXIV

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 Article, “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.

ARTICLE XXV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVI

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 Provider within the meaning of Title 2, California Code of Regulations, 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 Contractors 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 the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Provider shall complete and sign the attached Exhibit F, 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.

ARTICLE XXVII

California Residency (Form 590): If Provider is a California resident, Provider must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Provider will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Provider during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVIII

County Payee Data Record Form: All independent Provider or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIX

County Business License: County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Provider warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXX

Licenses: Provider hereby represents and warrants that Provider and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Provider and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Provider and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Justine Collinsworth, Manager of Mental Health Programs, Behavioral Health Division, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Provider with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

ARTICLE XXXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIII

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 XXXIV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXVII

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 XXXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Justine Collinsworth
Manager of Mental Health Programs
Behavioral Health Division
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- PROVIDER --

By: _____ Dated: _____
Name
Title
"Provider"

By: _____ Dated: _____
Corporate Secretary

Provider Name

Exhibit A

Scope of Services

SPECIALTY MENTAL HEALTH SERVICES (SMHS) FOR CHILDREN AND YOUNG ADULTS

A. OUTPATIENT SMHS SERVICES

Provider agrees to furnish the personnel and equipment necessary to provide the following outpatient SMHS services to all eligible individuals under the age of twenty-one (21) referred from the County's Health and Human Services Agency (HHS) Behavioral Health Division ("Client" or "Beneficiary") in accordance with the following terms and conditions. SMHS client services shall include those services as set forth in Section D, Services and Deliverables, below.

B. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

Provider shall comply with all laws and regulations (inclusive of subsections and referenced codes) applicable to the services provided, including, but not limited to, those reference herein and as such laws and regulations may be amended from time to time during the term of this Agreement. Replaced, amended, or new Department of Health Care Services (DHCS)/County Agreements and governing legislation will not necessitate an amendment to this Agreement. Provider agrees to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

1. United States Code Title 42, Chapter 7 Social Security;
2. Code of Federal Regulations (CFR) Title 2 Grants and Agreements ;
3. CFR Title 42 Public Health;
4. CFR Title 45 Public Welfare;
5. CFR Title 48 Federal Acquisition Regulations System;
6. Balanced Budget Act of 1997;
7. Health Insurance Portability and Accountability Act (HIPAA);
8. California Code of Regulations Title 9 (9 CCR) Rehabilitative and Development Services, inclusive of Chapter 14, Mental Health Services Act, as applicable to all Mental Health Services Act (MHSA) SMHS services;
9. 22 CCR Social Security;
10. Welfare and Institutions Code (WIC), Division 5, Part 4 and Part 4.1
 - i. Provider hereby acknowledges and agrees that in providing services pursuant to this agreement they are actively involved in an Interagency System of Care and as such, services provision shall be in accordance with WIC, Division 5 Community Mental Health Services Part 4 The Children's Mental Health Services Act, inclusive of:
 - a) County Systems of Care and Their Mission [WIC 5855](#);
 - b) County System of Care Requirements [WIC 5865](#) (b)-(k), [WIC 5865.1](#) items (b)-(g), and [WIC 5865.3](#) items (b)-(d);
 - c) County Service Standards [WIC 5868](#)
 - d) Services for Children with Severe Mental Illness [WIC 5878.1 - 5878.3](#)
 - e) System Evaluation [WIC 5879 - 5883](#)

- f) Full-Service Partnership [WIC 5887](#) items (b), (c), (d)(2), (f)-(h); and
- 11. Services shall be in compliance with all applicable DHCS Behavioral Health Information Notices (BHIN) and Mental Health & Substance Use Disorder Services Information Notices (MHSUDS IN) inclusive of those referenced herein and subsequent notices that can be found at <https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral-Health-Information-Notice-%28BHIN%29-Library.aspx>.

C. FACILITIES MEDI-CAL SITE CERTIFICATION AND CREDENTIALING

1. **Site Certification**

- i. Provider Selection Criteria: Provider shall comply with the provisions of CCR Title 9, Section 1810.435.
 - a) Provider shall comply with the Medi-Cal provider selection criteria set forth in [9 CCR § 1810.435](#) *MHP Individual, Group and Organizational Provider Selection Criteria*.
 - b) Provider shall cooperate with the County for audit and 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, for compliance with Medi-Cal site certification.
 - i. “Satellite site” means a site owned, leased, or operated by an organizational provider at which SMHS are delivered to beneficiaries fewer than twenty (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.
- ii. Certification Required: Provider shall be certified pursuant to the Short Doyle Medi-Cal (SD/MC) “Provider Re/Certification Protocol” requirements available at <https://www.dhcs.ca.gov/services/MH/Pages/Certifications.aspx>.
 - a) 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.
- iii. Facility Sites Certified: Provider shall maintain at least the following Medi-Cal Site certified and appropriate facility(ies) for the provision of Outpatient SMHS 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 writing, prior to any relocation, closure, or other change in physical location.

Facility Address		
------------------	--	--

- iv. Accessibility Requirements: In accordance with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Provider must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
- v. 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 the Article titled “Notice to Parties”, herein, within one (1) business day of changes.

- vi. County Authorization: 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.
- vii. Access to Provider locations: Provider shall provide the Center for Medicare & Medicaid Services (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.
- viii. 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).

2. **Background Checks, Credentialing and Recredentialing of Providers**

- i. Provider shall perform a background screening of all employees who may access personal health information (PHI) or personal information (PI) in accordance with MHSUDS IN [18-019](#) or as otherwise amended or superseded. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee’s background check documentation for a period of three (3) years.
- ii. Providers shall follow the uniform process for credentialing and recredentialing of network providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider’s privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- iii. 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.
- i. 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 CFR 438.610](#) *Prohibited affiliations*
- iv. 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:
 - a) Any limitations or inability that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
 - b) A history of loss of license or felony convictions;
 - c) A history of loss or limitation of privileges or disciplinary activity;
 - d) A lack of present illegal drug use; and

- e) The application's accuracy and completeness.
- v. 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.
- vi. 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.
- vii. 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

- i. 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)).
- ii. 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)).
- iii. 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. Debarment And Suspension Certification

- i. 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.
 - a) In accordance with Title 45 CFR Part 76.100, Title 42 CFR Sections 1128 and 1128A, Social Security Act; Title 42 CFR Sections 438.214 and 438.610; and Mental Health Letter No. 10-05 and DHCS MHSUDS Information Notice 18-020, or as subsequently amended or superseded, Contractor will comply with the Federal Health and Human Services, Office of Inspector General's requirement that any 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.
 - b) 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:

- i. Office of Inspector General List of Excluded Individuals/Entities (LEIE)
 - ii. DHCS Medi-Cal List of Suspended or Ineligible Providers
 - iii. Social Security Administration's Death Master File
 - iv. National Plan and Provider Enumeration System (NPPES)
 - v. Excluded Parties List System (EPLS)
- c) 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.
- d) Allowing staff listed in any State or federal database to provide services performed under this Agreement will result in corrective action.
- e) 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.
- f) By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR part 3017, 45 CFR part 76, 40 CFR part 32, or 34 CFR part 85.
- g) 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 nonp-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)).
- h) By signing this Agreement, the Provider certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. 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;

- iii. 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
- iv. 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.
- v. 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.
- vi. 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.
- i) 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.
- j) 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.
- k) 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); evidence of registration must be provided by the Provider to the County within thirty (30) days of request.

5. Compliance Program, Including Fraud Prevention And Overpayments

- i. 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:
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) Effective lines of communication between the Compliance Officer and the organization's employees.
 - f) Enforcement of standards through well-publicized disciplinary guidelines.

- g) 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.
- h) The requirement for prompt reporting and repayment of any overpayments identified.
- ii. 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:
 - a) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
 - b) All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42C.F.R. § 438.608(a), (a)(2).
 - c) 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).
 - d) 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).
- iii. 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.
- iv. 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.
- v. 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)).
- vi. 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)).

6. Integrity Disclosures

- i. 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)
- ii. 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).
- iii. Provider must disclose the following information as requested in the Provider Disclosure Statement:
 - a) Disclosure of 5% or More Ownership Interest:
 - i.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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)
 - b) Disclosures Related to Business Transactions:
 - i. 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.
 - ii. 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).)
 - c) Disclosures Related to Persons Convicted of Crimes:
 - i. 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.)
 - ii. 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.
 - iv. 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.

- v. 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.

7. Certification Of Non-Exclusion Or Suspension From Participation In A Federal Health Care Program

- i. 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.
- ii. 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:
 - a) www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
 - b) www.sam.gov/portal/SAM - GSA Exclusions Extract
 - c) www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
 - d) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
 - e) any other database required by DHCS or DHHS.
- iii. 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.
- iv. <https://www.ssdmf.com/> - Social Security Death Master File
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

8. Staff Training

- i. Unless otherwise specified under the terms of this agreement, Provider shall, at their own expense, provide all applicable staff training to adhere to the laws and regulations set forth herein.
- ii. Provider shall require all new employees in positions designated as "covered individuals," defined below, to complete compliance training within the first thirty (30) days of their first day of work. Provider shall require all covered individuals to attend, at minimum, one (1) compliance training annually.
 - a) These trainings shall be conducted by County or, at County's discretion, by Provider staff, or both, and may address any standards contained in this agreement.
 - b) "Covered individuals" shall mean those staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting Client care or medical items or services.
- iii. Provider shall require all Provider's staff to complete Cultural Competency Training annually (four (4) hours per year). Reports of completion shall be submitted to the Contract Administrator or designee by December 31 annually.

9. Provider Application and Validation for Enrollment (PAVE)

- i. 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, <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>, pursuant to the 21st Century Cures Act, and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- ii. 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.
- iii. Interns, trainees, and associates are not eligible for PAVE enrollment.

D. SERVICES AND DELIVERABLES

1. In accordance with [WIC 14705.5](#), and in cooperation with County, Provider shall provide to the County a written certification of a client's presumed eligibility for SMHS under Medi-Cal within 30 days of first services provided
2. Provider shall provide services and maintain policies and procedures in compliance with 9 CCR § 1810.410, Cultural and Linguistic Requirements. Provider shall 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.
3. Provider shall provide a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:
 - i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - ii. The service was not included in an individual treatment plan; or
 - iii. The client had a co-occurring substance use disorder.
 4. Provider may deliver services using evidence-based program models. Should Provider deliver such services, Provider shall submit to and obtain from the Contract Administrator written approval for any Evidence-Based Practices (EBPs) to be implemented within an existing or new program. Provider shall submit documentation demonstrating fidelity with the identified Evidence-Based Practice.
 5. Provider shall provide Client Informing Materials. All Client Informing Materials shall be in compliance with all applicable laws and regulations, inclusive but not limited to 42 CFR §§ 438.62(b)(3) and 438.10; 9 CCR §§ 1810.360(e) and 1810.410(e)(4):
 - i. Basic Information.
 - ii. Beneficiary Informing Materials.
 - iii. Provider Directory.
 6. All program-related written materials must be provided, minimally, in English and the County's Medi-Cal threshold language, Spanish.
 7. **Client Assessment**
 - i. Within sixty (60) days after the County's initial authorization, referring the client to Provider, and every six (6) months thereafter during treatment, and at time of discharge, the Provider's clinician shall, in accordance with [BHIN 23-068](#), complete the intake process with the Client, including, but not limited to, completing the following documents:
 - a) Ages 6-20: California Child and Adolescent Needs and Strengths (CANS) 50.
 - b) Ages 3-18: Pediatric Symptom Checklist-35 (PSC-35).
 - c) Medi-Cal 7 Domain Assessment:
 - d) Problem List, CSI Assessment.
 - e) CSI Admission.
 - f) Eligibility for Pathways to Wellbeing Checklist: If a Client is determined to be eligible for Pathways to Well-Being, the Provider shall ensure an initial Child Family Team (CFT) meeting is held to determine the course of treatment, and the Provider shall provide Intensive Care Coordination (ICC) and Intensive Home-based Services (IHBS) services as clinically appropriate. The Provider shall provide ICC-CFTs at a minimum of every ninety (90) days and use the billing code ICC-CFT for those meetings.
 - g) Care Plan progress note.
 - ii. Provider shall also provide the Client with the following forms: Notice of Privacy Practices, Guide to Medi-Cal, Informed Consent, Advanced Directive (Clients aged

18 and above), UMDAP, and obtain all necessary signatures verifying receipt of said notices and guides.

- a) Provider shall comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 CFR §§ [438.604](#), [438.606](#), [438.608](#) and [438.610](#). ([42 CFR §438.600\(b\)](#)).
- iii. Provider shall ensure that all client medical records include an assessment of each client's need for mental health services.
- a) Provider shall use the criteria set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as the clinical tool to make diagnostic determinations.
 - 1) Once a DSM diagnosis is determined, the Provider shall determine the corresponding diagnosis in the current edition of International Classification of Diseases (ICD). Provider shall use the ICD diagnosis code(s) to submit a claim for SMHS services to receive reimbursement from County.
 - 2) Under the early and periodic screening, diagnostic and treatment (EPSDT) mandate in accordance with [42 CFR 440.345](#), for youth under the age of twenty-one (21), a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.
 - 3) 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.
 - b) Consent to Treat: No services, even Plan Development, can be billed until the Client and appropriately licensed Provider staff have a signed “consent for treatment” from Client. All activities preceding the signed “consent for treatment” are to be documented in the chart and NOT invoiced to the County. [Note: it is fraudulent to back-date a “consent for treatment.”]

8. Client Services

Provider shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)). Provider shall ensure clients receive timely mental health services and co-occurring treatment services, in accordance with the County’s MHP agreement with DHCS, without delay. SMHS shall be provided to the individual Client and may include family/parents/caregivers/guardians, or other significant support persons. Client services may include, but are not limited to, the following:

- a) Case Management
- b) Family Therapy or Rehabilitation.
- c) Assessment.
- d) Individual Therapy.
- e) Individual Rehabilitation.
- f) Group Therapy or Rehabilitation.
- g) Medication Support Services.
- h) Crisis Intervention.
- i) Therapeutic Behavioral Services (Clients under age twenty-one (21) only).
- j) Plan Development.

- k) Intensive Care Coordination (ICC) (Clients under age twenty-one (21) only).
- l) Intensive Home-Based Services (IHBS) (Clients under age twenty-one (21) only).
- m) Non-Mental Health Supportive Services and Goods:
 - 1) Non-Mental Health Supportive Services and Goods may be utilized to support the client by providing services and/or goods that fall outside of the client's medical necessities. These may include but are not limited to transportation support and vehicle repairs, over-the-counter medications and non-mental health medical procedures, extra-curricular and recreational activities, home-related needs and repairs, education and professional development support, and client engagement incentives including meals and snacks.
- ii. Provider shall provide Wraparound Services in accordance with [WIC 18250-18258](#).
- iii. Upon receipt of the referral packet from the El Dorado County Behavioral Health Division (EDC BHD), the Provider shall attempt to set a treatment appointment with the referred Client as follows:
 - a) Psychiatric Appointments: within fifteen (15) business days from receipt of referral to appointment
 - b) Other Outpatient SMHS: within ten (10) business days from receipt of referral to appointment for all other outpatient SMHS.
 - c) Provider shall follow up with any open client within seven (7) days of release from an inpatient facility to provide am SMHS services.
 - d) Provider shall maintain documentation in the chart to record all attempts at outreach to the family and the outcome of each attempt.
- iv. Provider shall collaborate with all parties that may be involved with the Client and family, including but not limited to parents, schools, doctors, social services, County Child Welfare Services (CWS), Alta Regional, County Substance Use Disorder Services, and County Probation.
- v. 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 shall request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
- vi. Provider shall ensure that families are offered training and given information that will support them in their roles as active, informed decision-makers for and with their family member who is the Client.
- vii. Provider shall provide referrals and/or facilitate linkage to community-based and social service organizations for needs such as housing, food, clothing, and transportation as may be appropriate based upon Client needs.
- viii. To the extent required based upon Client's legal status, Provider shall insure that all staff accompanying a Client into the community as a part of SMHS delivery will maintain ongoing supervision and care for the Client throughout the service event, to include receiving the Client from, and returning the Client, to Client's current placement, and advising the appropriate responsible adult of the Client's return. Provider shall develop and maintain a policy and procedure reflecting this requirement and submit any updates to the Contract Administrator.
- ix. In the event a Client is placed in an out-of-county psychiatric emergency facility and is newly referred to Provider or is an existing Client of Provider, Provider shall serve as the main point of contact for all discharge, aftercare and other care coordination for Client.
- x. Provider shall comply with [9 CCR § 3610](#) items (a)(2) and (3), (b)-(g), [§3620](#), [§3620.05](#) item (a) and (b) in the provision of Full Service Partnership services..

9. Clients Involved in Child Welfare Services (CWS):

- i. Provider shall provide services to Clients involved with CWS if referred to the Provider from the County.
- ii. In addition to the requirements set for herein, Provider will provide services to Clients involved in CWS based on Child Welfare outcomes pertaining to safety, permanency, and well-being as per WIC § [10601.2](#)
- iii. Services will be provided in collaboration with the Client and family support system including as appropriate, but not limited to, Child Family Team (CFT), Client's parents/caregivers/guardians, education, primary care providers, social services, Alta Regional Center, Substance Use Disorder Services, listed tribe or Indian custodian (if applicable), foster family agency social worker or Short-Term Residential Therapeutic Program (STRTP) representative, Court Appointed Special Advocates (CASA), parent partners, peer advocates, and County Probation/Justice Services.
- iv. Families will have a high level of decision-making influence and will be encouraged to use their natural supports. Provider shall involve the CFT and Client support system as appropriate, in all treatment planning and decision making regarding the Client's services as documented in the Client's treatment plan.
- v. Provider shall insure a licensed or license waived Clinician, as defined in the County MHP Agreement, has the primary responsibility for carrying all CWS-involved cases. Provider may use unlicensed or non-waived staff in accordance with County guidelines to provide non-therapy services, including case management services and

- collateral contact services.
- vi. Provider shall provide the Client's CWS Social Worker with a copy of any requested documentation within five (5) business days of receipt of request, pending valid release of information is on file.
10. **Telehealth**
- i. 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>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for clients served by Provider under this Agreement shall 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 [23-018](#).
- v. County may at any time audit Provider's telehealth practices, and Provider shall allow access to all materials needed to adequately monitor Provider's adherence to telehealth standards and requirements.
11. **Discharge Criteria and Process**
- i. Discharge planning will include regular reassessment of Client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals. When possible, discharge will include treatment at a lower level of care or intensity appropriate to Client's needs and provision of additional referrals to community resources for Client to utilize after discharge.
- ii. Provider shall conduct the following discharge process steps for each Client served under this agreement.
- a) Engage in discharge planning beginning at intake for each Client served under this agreement.
- b) Complete a discharge summary (reason for discharge, discharge diagnosis, discharge remarks, all identifying information) for each Client served under this agreement.
- c) Complete final California Child and Adolescent Needs and Strengths – 50 (CANS-50) and Pediatric Symptom Checklist (PSC) for each Client served under this agreement.
- d) Complete a final Intensive Care Coordination (ICC) with the Client's Child and Family Team (CFT) (ICC-CFT), when applicable, for each Client served under this agreement.
- e) Complete Transition of Care Tool, per BHIN-22-065, when appropriate, for each Client served under this agreement.
- f) In instances when the youth is receiving medication support services from an

El Dorado County contracted medication provider, the youth shall not be discharged from the Provider until the youth has been linked with a new medication provider at a lower level of care.

E. RECORDS, AUTHORIZATIONS, REFERRALS, AND DOCUMENTATION REQUIREMENTS

1. Records

- i. 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 Contract Administrator, 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.
- ii. Provider shall maintain all client records utilizing an Electronic Health Record (EHR) in compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH) ([Pub. L. No 111-005](#)).
 - a) Provider may utilize their own EHR at their own expense.
 - b) If mutually agreed upon by Provider and County, Provider may utilize County's EHR at no additional cost.
 - 1) Provider personnel shall adhere to the guidelines outlined in Exhibit G marked, "General Network Usage and Access Procedures and Guidelines" incorporated herein and made by reference a part hereof. Provider personnel are required to acknowledge their compliance by signing and returning to Contract Administrator the last page of Exhibit G, marked "El Dorado County Computer and Network Policies Agreement". This document is provided as an example and is incorporated by reference upon request by the County.
 - 2) Provider shall provide EHR technical assistance to their staff at their own expense.
- iii. Services Provided in Language Other Than English:
 - a) If services are provided to a Client in a language other than English, Provider shall document the use of an alternate language in the Client's clinical record and identify the language in which services were provided.
 - b) In the event of the use of an interpreter service in the provision of SMHS, Provider shall document in the Clients' clinical record the name of the interpreter service and the language utilized.

2. Service Authorization

- i. Provider shall collaborate with County to complete service authorization requests in line with County and DHCS policy.
- ii. 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.
- iii. Provider shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. 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.

- v. 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.

3. Referrals

- i. EDC BHD Authorizations for Service(s):
 - a) For the required referral and services authorizations, Provider shall obtain an HHSA Authorization from the EDC BHD designated HHSA staff.
 - b) Provider shall refer all new requests for SMHS to the EDC BHD. These referrals can be made via walk-in, phone call, or secure fax as follows:
 - 1) **Via secure fax to:**
El Dorado County Behavioral Health Division
Reference: SMHS Referral or Authorization Request
Fax: 530-303-1526
 - 2) **Via telephone by referral call to:**
El Dorado County Behavioral Health Division front desk at (530) 621-6290
 - 3) **Via secure Email to:**
Email: BHDchildrens@edcgov.us OR edcmh-referral@edcgov.us
Attention: El Dorado County Behavioral Health Division
Reference: SMHS Referral or Authorization Request
 - 4) **Via walk-in referral at the office located at:**
768 Pleasant Valley Road, Suite 201, Diamond Springs, CA 95619
 - 5) **For non-Child Welfare Services Clients**, the parent or legal guardian, or an organization or agency such as a school or primary care provider, is to phone and request mental health services: Western Slope Region (530) 621-6324 or South Lake Tahoe Region (530) 573-7970.
 - c) EDC BHD shall provide emailed authorization to Provider within seven (7) business days of completed qualifying screening tool, dependent on eligibility.
 - 1) Determination of Medi-Cal eligibility will be conducted by the EDC BHD, Mental Health Clinicians unless delegated otherwise by County.
 - 2) If eligibility is established, EDC BHD will provide a referral packet via fax or email to the Provider. The referral packet provided by County to Provider will contain the following documentation:
 - 3) Admission and Client and Services Information (CSI) Data Sheet.
 - 4) Summary of presenting problem/reason for request for SMHS with progress note completed by El Dorado County Behavioral Health Clinician.
 - 5) Initial sixty (60)-day authorization
 - d) In cases in which there is more than one (1) individual in the same family receiving mental health services, each individual shall be a separate Client.
 - e) Provider shall not provide services to Client outside of the authorized service dates identified on said HHSA Authorization.
- ii. Request For Medication Support Services
 - a) Based on a Client's clinical need, Provider shall submit a completed "Medication Support Services Referral Form" to EDC BHD to request medication support from a County Psychiatrist.

- b) EDC BHD will make final determination to refer client to County Psychiatrist.
- c) County Psychiatrist will provide clinical assessment and, only if deemed appropriate, prescribe psychotropic drugs.
 - 1) Provider shall maintain services with Client as long County Psychiatrist is prescribing medication. Provider is responsible for providing linkage services to connect Client with community-based medication provider (e.g. primary care physician, Managed Care Plan) before discharging from services.
 - 2) Provider is permitted to provide only medication management services during the period in which they are actively working to connect Client with a community-based medication provider.
- iii. Therapeutic Behavioral Services (TBS) authorizations
 - a) For Therapeutic Behavioral Services (TBS) Provider shall submit a separate for authorization and assignment of services.
 - b) TBS requires a County service authorization initially for 30 days, then no more than two (2) additional 60-day authorization periods, each requiring new service authorization from the EDC BHD .
 - c) Upon approval, EDC BHD will provide the service authorization to Provider.
 - d) Provider shall develop and deliver a separate treatment plan for TBS services.
 - e) Discharge planning shall be a focus throughout treatment.
- iv. Provider shall identify all Clients due to age-out of SMHS and oversee transition of Client into Adult SMHS. Provider shall initiate appropriate treatment referrals to the EDC BHD via secure fax to (530) 303-1526 to ensure that mental health treatment linkages are in place, and will participate with the Client, County or designated staff, and other key support providers in creating a plan that assures a successful transition of Client(s). To the extent possible, transition planning will commence at least one (1) year prior to the Client's anticipated transition from Provider's SMHS to Adult SMHS.
- v. Provider is prohibited from using any unconventional mental health treatments. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time-Out, Isolation, Wrapping, Eco-Therapy, Theraplay and Reparative or Conversion Therapy for the purpose of altering a person's sexual orientation or gender identity. Such unconventional treatments also include, but are not limited to, any treatments that violate the Client's personal rights.

4. Availability Of Services:

- i. In accordance with CCR, Title 9, Section 1810.405, Provider shall:
 - a) Comply with timely access requirements for services as established by the State, taking into account the urgency of need for services.
 - b) Ensure services are available to Medi-Cal Beneficiaries that are no less than the hours of operation available to non-Medi-Cal Beneficiaries.
 - c) Make services available to beneficiaries twenty-four (24) hours a day, seven (7) days a week, when medically necessary.
- ii. Services must be provided in each Client's preferred language. To the extent that it may be needed, language interpretation services will be made available for Clients, at no cost to Client or County, in the preferred language and/or format (e.g., large

font, audio, braille) identified by the Client. All service related correspondence must be provided in the Client's preferred language.

- iii. Provider shall provide services throughout the community including home, school, office, or other appropriate sites in order to enhance delivery and access to service to achieve the most effective provision of services. Provider hours shall be flexible to include weekends and evenings to accommodate the family/care provider/significant support provider.
- iv. Compliance with "Availability of Services" requirements shall be subject to audit by County. Noncompliance shall result in a Corrective Action Plan (CAP).

5. Problem List

- v. Provider shall create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- vi. Provider shall 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.
- vii. 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.
- viii. The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
- ix. The problem list shall include, but is not limited to, all elements specified in BHIN [23-068](#).
- x. Provider shall complete an initial Problem List no later than 60 days after the initial authorization has been provided by EDC BHD. 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 [23-068](#).
- xi. Provider is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN [23-068](#) and additional guidance from DHCS that may follow after execution of this Agreement.

6. Progress Notes

- i. Provider shall create progress notes for the provision of all SMHS services provided under this Agreement.
- ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- iii. Progress notes shall include all elements specified in BHIN [23-068](#), whether the note be for an individual or a group service.
- iv. 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 twenty-four (24) hours.
- v. 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.

7. Request To Move Client to Higher/Lower-Level of Service Program

- i. Based on a Client's clinical need, Provider shall submit a completed "Program Transfer Request Form," included herein (Attachment A-2), to the EDC BHD to request to move a client to a higher or lower level of care.
- ii. EDC BHD will make the final determination to authorize a higher/lower-level of service.
- iii. Periodically, and minimally upon request for treatment reauthorization, EDC BHD shall review Client charts for appropriate levels of care.
- iv. The El Dorado County Children's System of Care is designed to retain Clients in services with the same Contracted Provider when their clinical needs are subject to an increase or a decrease in service intensity for SMHS. By allowing this flexibility within the program, children, youth and their families are able to retain their relationship with their contracted Provider and are not required to transfer to another outpatient program as their needs fluctuate or change.

8. Reauthorization for Continued Services:

- i. Prior to the expiration of Initial Authorized Services, as needed, Provider shall seek continued authorization from EDC BHD for continued services as follows:
 - a) Provider shall submit the Client Reauthorization Packet to the EDC BHD no later than 60 days after the initial authorization is provided by the EDC BHD.
 - b) Reauthorization should be requested no later than six (6) months from completion of the initial CANS and PSC completion date.
 - c) The Reauthorization Packet must include the following forms:
 - 1) CSI Admission
 - 2) CSI Assessment
 - 3) Assessment, with included primary mental health diagnosis
 - 4) Problem List
 - 5) Progress Note(s) containing Care Plan for provision of Targeted Case Management, Intensive Care Coordination (ICC), and Intensive-Home Based Services (IHBS); when applicable. Please note that Case Management, ICC, and IHBS will not be authorized for ongoing services without an attached Care Plan.
 - 6) CANS-50
 - 7) PSC
 - 8) Eligibility for Pathways to Well-Being Checklist (PWB Checklist) (Attachment A-1)
 - d) Once a complete reauthorization packet is received by the EDC BHD, the division will conduct an audit of the chart to confirm compliance with medical necessity, treatment planning, and progress note documentation.
 - e) Upon approval of continuation of services, Provider will receive emailed reauthorization from EDC BHD for (six) 6 months of continued services from the date of completion of the CANS 50 and PSC 35 tools, whichever was completed first.

9. Transition of Care Tool

- i. 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.

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

F. QUALITY IMPROVEMENT, CONTRACT MONITORING, AND AUDITING

1. Quality Improvement

- i. Provider shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program ([42 CFR § 438.330\(a\)](#)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- ii. 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.
- iii. Provider shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Provider shall assess client/family satisfaction by:
 - a) Surveying client/family satisfaction with the Provider's services at least annually.
 - b) Evaluating client grievances, appeals and State Hearings at least annually.
 - c) Evaluating requests to change persons providing services at least annually.
 - d) Informing the County and clients of the results of client/family satisfaction activities.
- iv. 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.
- v. Provider, if applicable, 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.
 - vi. Provider shall assist County, as needed, with the development and implementation of Corrective Action Plans.
 - vii. 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.
 - viii. 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.
 - ix. Provider shall assist County, as needed, with the development and implementation of Corrective Action Plans.
 - x. 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 CFR §438.350\(a\)](#) and [42 CFR §438.320](#))

2. Network Adequacy

- i. Provider shall meet Network Adequacy standards as set forth in BHIN [22-032](#) and [20-062E](#).
- ii. In accordance with BHIN [22-032](#), 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.
- iii. 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. Auditing

- i. 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 HIPAA and WIC [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.
- ii. 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.

- iii. 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.
- iv. Provider's records shall be maintained as required by the Contract Administrator and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Contract Administrator shall be provided by the Provider in a complete and timely manner.
- v. 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.
- vi. In addition, Provider shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- vii. 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.
- viii. 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 CFR § 438.3\(h\)](#) and [42 C.F.R § 438.230\(c\)\(3\)\(i-iii\)](#).
- ix. **Reasons For Recoupment**
 - a) County may 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.
 1. Fraud and abuse are defined in [42 CFR §455.2](#) and WIC [14107.11](#), subdivision (d).
 2. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf.
 - ii. Overpayment of 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.

4. Reporting And Evaluation Requirements

- i. Provider shall complete all reporting and evaluation activities as required by the EDC BHD and described herein.

- a) Monthly Service Verification, as included herein (Attachment A-3).
 - b) Provider shall administer Consumer Perception Surveys in accordance with [9 CCR §3530.40](#) *Consumer Perception Semi-Annual Survey* and BHIN [24-009](#) *Mental Health Consumer Perception Survey Data Collection* or as otherwise amended or superseded.
 - c) Other Client Satisfaction Surveys: Within fifteen (15) days of the end of each quarter, Provider shall submit to the County the results of any other Client Satisfaction Survey(s) administered by Provider to clients referred to Provider from the County.
 - d) For Mental Health Services Act (MHSA) funded clients: In accordance with 9 CCR [§3530](#), [§3530.10](#), [§3530.20](#) and [§3530.30](#) Provider shall complete the Initial, Quarterly, Annual and as Needed MHSA reporting documents including: Key Event Tracking Log and the Partnership Assessment in accordance with [9 CCR § 3620.10](#).
 - i. While a client is enrolled in a Mental Health Services Act (MHSA) Full Service Partnership level of care program, the Provider shall complete required MHSA reporting documents including the following:
 - ii. While a client is enrolled in a MHSA Full Service Partnership level of care program, the Provider will complete the Full Service Partnership Assessment Form (PAF) for children and Transitional Age Youth (TAY) clients ages 0-25, included herein, at the Client's initial assessment to provide information about the history of the client, including living situation, income, education, emergency interventions, as well as other information. This FSP PAF form, based on the appropriate age of client shall be completed by Provider within the first 30 days following the client being enrolled or opened to Full Service Partnership level of care.
 - iii. While a client is enrolled in a MHSA Full Service Partnership level of care program, the Provider will complete the Quarterly Assessment Form (3M), included herein to report Client's updates, changes and progress. The quarters shall be defined as January through March, April through June, July through September, and October through December.
 - iv. While a client is enrolled in a MHSA Full Service Partnership level of care program, the Provider will complete the FSP Key Event Tracking (KET) form, included herein; Provider shall complete this FSP KET form at least one (1) time per quarter, or any time there is a significant change for the client, including when a client graduates from a FSP level of care.
 - v. All completed forms above shall be emailed to the El Dorado County Behavioral Health Division, MHSA team at: mhsa@edcgov.us
 - ii. Aggregated CANS and PSC Data.
- 5. Reporting Unusual Occurrences or Events of a Serious Nature**
- i. 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.
 - ii. 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:

- a) Complete written description of event including outcome;
 - b) Written report of Provider's investigation and conclusions;
 - c) List of persons directly involved and/or with direct knowledge of the event.
- iii. County and DHCS retain the right to independently investigate unusual occurrences and the Provider shall cooperate in the conduct of such independent investigations.
- iv. Occurrences of a Serious Nature: Provider shall notify Contract Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature. For the purpose of this Agreement an occurrence of a serious nature shall include, but is not be limited to, accidents, injuries, acts of negligence, acts that are reportable to a governing body, hospitalizations, any event that impacts delivery of services to Client(s), events that are usually or reasonably preventable, and of a nature such that the risk impacts the provision of services and/or this Agreement for Services or loss or damage to any County property in possession of Provider.
- a) Notification of Death: Provider shall notify Contract Administrator immediately by telephone upon becoming aware of the death of any Client served under this Agreement due to any cause. The Provider shall follow up with a written report faxed or hand-delivered within twenty-four (24) hours of the telephone notification.
 - b) Notification Content: The Notification of Death shall contain the name of the deceased, the date and time of death, the nature, and circumstances of the death, and the name(s) of Provider's officers or employees with knowledge of the incident.

G. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

1. All grievances (as defined by [42 CFR §438.400](#)) and complaints received by Provider shall 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.
2. 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.
3. Aligned with MHSUDS IN [18-010E](#) and [42 CFR §438.404](#), the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) shall be issued by Provider within the specified timeframes using the template provided by the County.
4. NOABDs shall be issued to Clients anytime the Provider has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Provider shall inform the County immediately after issuing a NOABD. A copy shall be submitted to the EDC BHD within three (3) business days.
5. Provider shall keep a log of NOABDs and provide it to the EDC BHD on a quarterly basis.
6. Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 CFR , Part 438, Subpart F ([42 CFR §§ 438.400 – 438.424](#)).

7. Provider shall 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.
8. Provider shall maintain records of grievances and appeals and shall 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.

H. FINANCIAL CLAIMING/REPORTING

1. Claiming

- i. 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.
- ii. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- iii. 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.
- iv. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B.
- v. County's payments to Provider for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities.

2. Financial Reporting

- i. On an annual basis, the Internal Revenue Service (IRS) requires organizations to file income tax documents (I.e., Form 990, Form 1040, etc.) that reports income, expenses, and other relevant financial information. In response to federal, state, and County funding requirements and generally accepted accounting principles (GAAP), Provider shall submit copies of these financial documentation reports to EDC BHD on at least once per annual basis, or upon request, incorporating the following financial information:
 - a) Most recent IRS filing including Statement of Functional Expenses with connected financial statements;
 - b) Most Recent Financial Statements; and
 - c) Copy of Financial Audits.
- ii. Provider shall prepare financial reports in accordance with all federal, state, and County requirements and generally accepted accounting principles (GAAP).
- iii. Provider shall allocate direct and indirect costs to, and between, programs, costs, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Provider and available at any time to Contract Administrator upon reasonable notice.
 - a) Provider shall document that costs are reasonable and allowable, and directly or indirectly related to the services provided hereunder.

- b) This report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.
 - c) Provider shall provide a copy of any Audit to County within thirty (30) days of completion of said audit, consistent with [45 CFR Subtitle A, Subchapter A, Part 75, Subpart F](#), as applicable.
- iv. Provider shall provide copies of financial reports to the County on an annual basis during the term of this Agreement, within thirty (30) days following the Provider's submission date to the filing agency with notice to the following:

El Dorado County Health and Human Services Agency
Behavioral Health Division
3057 Briw Road
Placerville, CA 95667
Email: hhsa-acct@edcgov.us
Copy: County Contract Administrator

3. Additional Financial Requirements

- i. 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.
- ii. 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.
- iii. 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 one (1) of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- iv. 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\(i\)\(2\)](#)).

4. Provider Prohibited From Redirection Of Contracted Funds [If Applicable]

- i. 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.
- ii. 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

- i. If County determines that Provider is a "subrecipient" (also known as a "pass-through entity") as defined in [2 CFR § 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 CFR § 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.

- ii. 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.
- iii. 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.
- iv. 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.

6. Applicable Fees

- i. 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.
- ii. 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.
- iii. 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 ([9 CCR, § 1810.365\(c\)](#)).
- iv. 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 CFR § 438.106](#).

Children's Specialty Mental Health Services

Attachment A-1 Eligibility for Pathways to Well-Being Checklist
County of El Dorado

CLIENT INFORMATION	
Name:	Avatar #:
Date Determination Made:	Assessing Clinician:
Provider: <input type="checkbox"/> Sierra <input type="checkbox"/> Summitview <input type="checkbox"/> New Morning <input type="checkbox"/> Stanford	

1. Child/youth meets medical necessity criteria for Specialty Mental Health services (SMHS):
Yes No
2. Child/youth is eligible for full-scope Medi-Cal:
Yes No
3. Child/youth is under the age of 21:
Yes No
4. Child/youth meets at least one of the criteria below:
Yes No
 - Are currently in or being considered for Wraparound, TFC, TBS, STRTP, or has specialized care rate due to behavioral health needs.
 - Has experienced two or more hospitalizations in the last 12 months or has had two or more ER visits in the last 6 months due to primary mental health conditions.
 - Has experienced three or more placements within 24 months due to behavioral health needs.
 - Age 0-5 and more than 1 psychotropic medication or more than 1 mental health diagnosis.
 - Age 6-11 and more than 2 psychotropic medications or more than 2 mental health diagnoses.
 - Age 12-17 and more than 3 psychotropic medications or more than 3 mental health diagnoses.
 - Has been discharged within 90 days from, currently reside in, or are being considered for placement in a psychiatric hospital or 24-hour mental treatment facility.
 - Has been detained pursuant to W&I code 601 and 602, primarily due to mental health needs.
 - Has been reported homeless within the prior six months.
 - Are involved with two or more child-serving systems, including, but not limited to: child welfare system, special education, juvenile probation, drug & alcohol, other HHSA or legal system.
5. Child/youth has an open Child Welfare Services Case (including voluntary):
Yes No

ELIGIBILITY DETERMINATION

A. Child/youth meets criteria for Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS) through Pathways to Well-Being services, if:

- Answers to items 1-4 are YES

Eligible for ICC and IHBS services through Pathways to Well-Being services

B. Answers to 1, 2, 3, OR 4 are NO

Not Eligible for ICC and IHBS services

Submit completed form to El Dorado County Behavioral Health Fax: (530) 303-1526 or email to Access Program Coordinator.

Children's Specialty Mental Health Services

Attachment A-2
Program Transfer Request Form
 El Dorado County

Client Name:	Avatar #:
Submitting Clinician:	Provider: <input type="checkbox"/> SCFS <input type="checkbox"/> Summitview <input type="checkbox"/> New Morning <input type="checkbox"/> Stanford
Current Program: <input type="checkbox"/> Traditional <input type="checkbox"/> Residential <input type="checkbox"/> KTA <input type="checkbox"/> FSP	Requesting Transfer to Program: <input type="checkbox"/> Traditional <input type="checkbox"/> Residential <input type="checkbox"/> KTA <input type="checkbox"/> FSP
Reason for Program Transfer Request:	

Program Transfer will not be considered until ALL items on checklist are completed

Eligibility for Pathways to Well Being:

Complete form and determine eligibility.

PAF/KET/3 Mo/Quarterly (FSP /KTA youth only)

Complete PAF packet

Complete KET log, if needed

ICC-CFT (KTA/PWB youth only)

Conduct ICC-CFT meeting

**The CFT should dictate the need for change in level of service and the meeting minutes should reflect this.*

Items to Submit for County Review:

Eligibility to PWB/KTA Form

ICC-CFT Minutes

PAF/KET (if applicable)

Signature of Provider Clinician: _____

Signature of Provider Supervisor: _____

Date Submitted to El Dorado County Behavioral Health Division: _____

Children's Specialty Mental Health Services

Attachment A-3
Service Verification Monthly Reporting Grid
 El Dorado County

Validation Period:	
Contracted Agency:	
Form Completed By:	
Date Form Completed:	

Service Verification

A	B	C	D	E	F	G
Number of face-to-face client visits in the Month	Number of Service Verification Cards Completed	Number Client visits to be validated - at least 5% (Col. A X .05)	Number Surveys validated	Number Surveys validated as out of compliance	Was County notified if fraudulent claims discovered?	Were claim errors processed for deletion
					<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

FOR OFFICIAL COUNTY USE ONLY:
 (Box C Total _____) – (Box D Total _____) = (Box H)
) Total number of SVC needed to be in compliance

Box H is 0, contracted provider is in compliance

Box H is > 0, contracted provider is out of compliance

_____ Date _____

County Reviewer Signature

Attachment A-4

Child/ Transition Age Youth: 0-25 Years

Partnership Assessment Form (PAF)

Partnership Information

- * Date Completed: _____
- * EDC Client Number: _____
- * Client's First Name: _____
- * Client's Last Name: _____
- * FSP/KTA Partnership Data (mm/dd/yyyy): _____
- * Client's Date of Birth (mm/dd/yyyy): _____

Who Referred the Client? (Choose One)

- Self
- Family Member (e.g. parent, guardian, sibling, aunt, uncle, grandparent)
- Significant Other (e.g. boyfriend/ girlfriend, spouse)
- Friend/ Neighbor (i.e., unrelated other)
- School
- Primary Care/Medical Office
- Emergency Room
- Mental Health Facility /Community Agency
- Social Services Agency
- Substance Abuse Treatment Facility/ Agency
- Faith-based Organization
- Other County/ Community Agency
- Homeless Shelter
- Street Outreach
- Juvenile Hall / Camp / Ranch / Division of Juvenile Justice
- Acute Psychiatric / State Hospital
- Other

Administrative Information

Partnership Status

- * Full Service Partnership (FSP) Program: _____
- * Name of Provider: _____
- * Name of Assigned Clinician: _____

Program Information

In which additional program(s) is the Client involved?	Currently (mark all that apply)
1. AB2034	
2. Governor's Homeless Initiative (GHI)	
3. MHSA Housing Program	

i. Residential Information - Includes Hospitalizations and Incarcerations

Residential Setting	Tonight	Yesterday	During the past 12 months	During the past 12 months	Prior to the last 12 months
	(Choose one)	As of 11:59 pm The day before partnership (Choose one)	Indicate the total# of occurrences	Indicate the total # of days (Column must= 365 days)	(Mark all that apply)
General Living Arrangement					
1. With one or both biological /adoptive parents	0	0	—		<input type="checkbox"/>
2. With adult family member(s) other than parents - non-foster care	0	0	—	—	<input type="checkbox"/>
3. In an apartment or house alone/with spouse/partner/minor children/other dependents/roommate (must hold lease or share in rent/mortgage)	0	0	—		<input type="checkbox"/>
4. Single Room Occupancy (must hold lease)	0	0	—	—	<input type="checkbox"/>
5. Foster Home (with relative)	0	0	—		<input type="checkbox"/>
6. Foster Home (with non-relative)	0	0	—	—	<input type="checkbox"/>
7. Emergency Shelter/Temporary Housing (includes living with friends but not paying rent)	0	0	—		<input type="checkbox"/>
8. Homeless (includes living in their car)	0	0	—	—	<input type="checkbox"/>
Supervised Placement					
9. Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants)	0	0	—		<input type="checkbox"/>

10. Unlicensed but supervised congregate placement (includes group living homes, sober living homes)		0	—	—	<input type="checkbox"/>
11. Licensed Community Care Facility (Board and Care)	0	0	—	—	<input type="checkbox"/>

Hospital					
12. Acute Medical Hospital	0	0	_____	_____	<input type="checkbox"/>
13. Acute Psychiatric Hospital/ Psychiatric Health Facility (PHF)	0	0	_____	_____	<input type="checkbox"/>
14. State Psychiatric Hospital	0	0	_____	_____	<input type="checkbox"/>
Residential Program					
15. Group Home (Level 0-11)	0	0	_____	_____	<input type="checkbox"/>
16. Group Home (Level 12-14)	0	0	_____	_____	<input type="checkbox"/>
17. Short-Term Residential Therapeutic Program (STRTP) (AB 403 Continuum of Care Reform (CCR))		0	_____	_____	<input checked="" type="checkbox"/>
18. Community Treatment Facility	0	0	_____	_____	<input type="checkbox"/>
19. Licensed Residential Treatment (includes crisis, short-term, long-term, substance abuse, dual diagnosis residential programs)	0	0	_____	_____	<input checked="" type="checkbox"/>
20. Skilled Nursing Facility (physical)	0	0	_____	_____	<input checked="" type="checkbox"/>
21. Skilled Nursing Facility (psychiatric)	0	0	_____	_____	
22. Long-Term Institutional Care (Institution for Mental Disease (IMO), Mental Health Rehabilitation Center (MHRC))	0	0	_____	_____	<input checked="" type="checkbox"/>
Justice Placement					
23. Juvenile Hall/Camp/Ranch			_____	_____	
24. Division of Juvenile Justice	0	0	_____	_____	
25. Jail	0	0	_____	_____	
26. Prison	0	0	_____	_____	
Other					
27. Other			_____	_____	
28. Unknown	0	0	_____	_____	

Education

Highest Level of Education Completed: Choose One

- Day Care 5th Grade 12th Grade
- Preschool 6th Grade GED Coursework
- Kindergarten 7th Grade High School Diploma/ GED
- 1st Grade 8th Grade Some college/ Some Technical or Vocational Training
- 2nd Grade 9th Grade Associate's Degree (e.g. A.A., A.S./ Technical or Vocational School)
- 3rd Grade 10th Grade
- 4th Grade 11th Grade Level Unknown (e.g., child/youth in non-public school)

Special Education/S.E.D.

Yes No Is the client **currently** receiving special education due to serious emotional disturbance?

Special Education/Other

Yes No Is the client **currently** receiving special education due to another reason?

Attendance – For Youth, Who are Required by Law to Attend School

During the Past 12 Months estimate the client's attendance level (excluding scheduled breaks and excused absences)	0 Always attends school (never truant)	0 Attends school most of the time	0 Sometimes attends school	0 Infrequently attends school	0 Never attends school
Currently estimate the client's attendance level (excluding scheduled breaks and excused absences)	0 Always attends school (never truant)	0 Attends school most of the time	0 Sometimes attends school	0 Infrequently attends school	0 Never attends school

Grades

Currently His / her grades are:	0 Very Good	0 Good	0 Average	0 Below Average	0 Poor
During the Past 12 Months His/ her grades were:	0 Very Good	0 Good	0 Average	0 Below Average	0 Poor

Suspension/Expulsion

During the past 12 months, how many times has s/he been suspended?	
During the past 12 months, how many times has s/he been expelled?	

Attendance – For Youth, Who are **NOT Required by Law to Attend School**

For the educational settings below, indicate where the Client:	Was During the Past 12 Months # of Weeks	Currently (mark all that apply)
1. Not in school of any Kind	_____	<input type="checkbox"/>
2. High School / Adult Education	_____	<input type="checkbox"/>
3. Technical/ Vocational School	_____	<input type="checkbox"/>
4. Community College / 4 year College	_____	<input type="checkbox"/>
5. Graduate School	_____	<input type="checkbox"/>
6. Other	_____	

als	
<input type="radio"/> Yes <input type="radio"/> No	Does one of the client's current recovery goals include any kind of education at this time?

Employment Information

Employment During Last 12 Months

Indicate the Client's Employment Status:	# of Weeks (Column must= 52 Weeks)	Average Hours Per Week	Average Hourly Wage
Competitive Employment: Paid employment in the community in a position that is also open to individuals without a disability.	_____	_____	\$ _____
Supported Employment: Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.	_____	_____	\$ _____
Transitional Employment/ Enclave: Paid jobs in the community that are: 1. Open only to individuals with a disability. AND 2. Are either time-limited for the purpose of moving to a more permanent job. OR Are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.	_____	_____	\$ _____
Paid In-House Work (Sheltered Workshop / Work Experience/ Agency-Owned Business): Paid jobs open only to program participants with a disability. <i>A Sheltered Workshop</i> usually offers sub-minimum wage work in a simulated environment. <i>A Work Experience</i> (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. <i>An Agency-Owned Business</i> serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.	_____	_____	\$ _____
Non-paid (Volunteer) Work Experience: Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.	_____	_____	
Other Gainful / Employment Activity: Any informal employment activity that increases the client's income (e.g., recycling, gardening, babysitting) OR Participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution).	_____	_____	\$ _____

7. I **Unemployed**

Current Employment

Indicate the client's employment status:	Average Hours Per Week	Average Hourly Wage
Competitive Employment: Paid employment in the community in a position that is also open to individuals without a disability.	_____	\$ _____
Supported Employment: Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.	_____	\$ _____
Transitional Employment/ Enclave: Paid jobs in the community that are: 1. Open only to individuals with a disability. AND 2. Are either time-limited for the purpose of moving to a more permanent job. OR Are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.	_____	\$ _____
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business): Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.	_____	\$ _____
Non-paid (Volunteer) Work Experience: Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.	_____	\$ _____
Other Gainful / Employment Activity: Any informal employment activity that increases the client's income (e.g., recycling, gardening, babysitting) OR Participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution).	_____	\$ _____

I.

Unemployed: Check if the Client is not employed at this time.

hves hNo Does one of the client's current recovery goals include any kind of employment at this time?

i. **Sources of Financial Support**

Indicate all the sources of financial aid used to meet the needs of the client:	During the Past 12 Months (mark all that apply)	Currently (mark all that apply)
1. Caregiver's Wages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Client's Wages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Client's Spouse/ Significant Other's Wages	<input type="checkbox"/>	<input type="checkbox"/>
4. Savings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Child Support	<input type="checkbox"/>	<input type="checkbox"/>
6. Other Family Member/Friend	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Retirement/ Social Security Income	<input type="checkbox"/>	<input type="checkbox"/>
8. Veteran's Assistance Benefits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Loan/Credit	<input type="checkbox"/>	<input type="checkbox"/>
10. Housing Subsidy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. General Relief/General Assistance	<input type="checkbox"/>	<input type="checkbox"/>
12. Food Stamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13. Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/>	<input type="checkbox"/>
14. Supplemental Security Income/ State Supplementary Payment (SSI/SSP) Program	<input type="checkbox"/> [g]	<input type="checkbox"/> [g]
15. Social Security Disability Insurance (SSDI)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
16. State Disability Insurance (SDI)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17. American Indian Tribal Benefits (e.g., per capita revenue sharing, trust disbursements)	<input type="checkbox"/>	<input type="checkbox"/>
18. Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
19. No Financial Support	<input type="checkbox"/>	<input type="checkbox"/>

Legal Issues/ Designations

Arrest Information	
Indicate the number of times the client was arrested DURING THE PAST 12 MONTHS <input type="text"/>	
<input type="radio"/> Yes	<input type="radio"/> No Prior 12: Was the client arrested any time PRIOR TO THE LAST 12 MONTHS?
Probation Information	
<input type="radio"/> Yes	<input type="radio"/> No Currently: Is the client CURRENTLY on probation?
<input type="radio"/> Yes	<input type="radio"/> No Past 12 Months: Was the client on probation any time PRIOR TO THE LAST 12 MONTHS?
<input type="radio"/> Yes	<input type="radio"/> No Prior 12 Months: Was the client on probation any time PRIOR TO THE LAST 12 MONTHS?
Parole Information	
<input type="radio"/> Yes	<input type="radio"/> No Currently: Is the client CURRENTLY on parole from the Division of Juvenile Justice?
<input type="radio"/> Yes	<input type="radio"/> No Past 12 Months: Was the client on any kind of parole DURING THE PAST 12 MONTHS?
<input type="radio"/> Yes	<input type="radio"/> No Prior 12 Months: Was the client on any kind of parole any time PRIOR TO THE LAST 12 MONTHS?
Custody Information	
<input type="radio"/> Yes	<input type="radio"/> No Currently: Is the client CURRENTLY on conservatorship?
<input type="radio"/> Yes	<input type="radio"/> No Past 12 Months: Was the client on conservatorship DURING THE PAST 12 MONTHS?
<input type="radio"/> Yes	<input type="radio"/> No Prior 12 Months: Was the client on conservatorship any time PRIOR TO THE LAST 12 MONTHS?
Payee Information	
<input type="radio"/> Yes	<input type="radio"/> No Currently: Does the client CURRENTLY have a payee?
<input type="radio"/> Yes	<input type="radio"/> No Past 12 Months: Did the client have a payee DURING THE PAST 12 MONTHS?
<input type="radio"/> Yes	<input type="radio"/> No Prior 12 Months: Did the client have a payee any time PRIOR TO THE LAST 12 MONTHS?

Dependent(W & I Code 300 Status) Information	
<input type="radio"/> Yes	<input type="radio"/> No , Currently: Is the client CURRENTLY a dependent of the court?
<input type="radio"/> Yes <input type="radio"/> No 6 hs:	Was the client a dependent of the court DURING THE PAST
<input type="radio"/> Yes <input type="radio"/> No	Prior 12 Months: Was the client a dependent of the court any time PRIOR TO THE LAST 12 MONTHS?
Date Of Dependency	
<input style="width: 100%;" type="text"/>	If the client was ever a dependent of the court, indicate the year the client was first placed on W & I Code 300 status.
Custody Information	
I	
of children the client has who are CURRENTLY:	
_____	Number placed on W & I Code 300 Status: (dependent of the court)
_____	Number placed in Foster Care
_____	Number legally Reunified with client Number
_____	Adopted Out

Emergency Intervention

Indicate the number of emergency interventions (e.g., emergency room visit, crisis stabilization unit) the client had DURING THE PAST 12 MONTHS that were:

_____ Physical Health Related
 _____ Mental Health / Substance Abuse Related

Health Status

<input type="radio"/> Yes	<input type="radio"/> No	Current PCP:	Does the client have a Primary Care Physician (PCP) CURRENTLY?
<input type="radio"/> Yes	<input type="radio"/> No	Past 12 Months PCP:	Did the client have a Primary Care Physician (PCP) DURING THE PAST 12 MONTHS?

Substance Abuse

<input type="radio"/> Yes	<input type="radio"/> No	Ever Issue: In the opinion of the Clinician, has the client ever had a co-occurring mental illness and substance use problem?
<input type="radio"/> Yes	<input type="radio"/> No	Current Issue: In the opinion of the Clinician, does the client currently have an active co-occurring mental illness and substance use problem?
<input type="radio"/> Yes	<input type="radio"/> No	Current Services: Is the client currently receiving substance abuse services?

Child & Transition Age Youth: 0-25 Years

Quarterly Assessment Form (3M)

Partnership Information

* Date Completed: _____

* Date Due: _____

* EDC Client Number: _____

* Provider & Clinician Names: _____

* Client's First Name: _____

* Client's Last Name: _____

* Partnership Date (mm/dd/yyyy): _____

* Client's Date of Birth (mm/dd/yyyy): _____

Education

Special Education/S.E.D.

0 Yes	0 No	Is the client currently receiving special education due to serious emotional disturbance?
-------	------	--

Special Education/Other

0 Yes	0 No	Is the client currently receiving special education due to another reason?
-------	------	---

For Youth, Who are Required by Law to Attend School

Attendance

Currently, estimate the client's attendance level (excluding scheduled breaks and excused absences)	@ Always attends school (never truant)	@ Attends school most of the time	@ Sometimes attends school	@ Infrequently attends school	@ Never attends school
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Grades

Currently, His/ her grades are:	@ Very Good	@ Good	@ Average	@ Below Average	@ Poor
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Sources of Financial Support

Indicate all the sources of financial aid used to meet the needs of the client:	Currently (mark all that apply)
1. Caregiver's Wages	<input checked="" type="checkbox"/>
2. Client's Wages	<input checked="" type="checkbox"/>
3. Client's Spouse/ Significant Other's Wages	<input type="checkbox"/>
4. Savings	<input checked="" type="checkbox"/>
5. Child Support	<input type="checkbox"/>
6. Other Family Member/Friend	<input checked="" type="checkbox"/>
7. Retirement/ Social Security Income	<input type="checkbox"/>
8. Veteran's Assistance Benefits	<input checked="" type="checkbox"/>
9. Loan/Credit	<input type="checkbox"/>
10. Housing Subsidy	<input checked="" type="checkbox"/>
11. General Relief/General Assistance	<input type="checkbox"/>
12. Food Stamps	<input checked="" type="checkbox"/>
13. Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/>
14. Supplemental Security Income/ State Supplementary Payment (SSI/SSP) Program	[g]
15. Social Security Disability Insurance (SSDI)	<input checked="" type="checkbox"/>
16. State Disability Insurance (SDI)	<input checked="" type="checkbox"/>
17. American Indian Tribal Benefits (e.g., per capita revenue sharing, trust disbursements)	<input type="checkbox"/>
18. Other	<input checked="" type="checkbox"/>
19. No Financial Support	<input type="checkbox"/>

Legal Issues/ Designations

Custody Information

Indicate the total number of children the client has who are CURRENTLY

_____ Number placed on W & I Code 300 Status: (dependent of the court)

_____ Number placed in Foster Care

_____ Number legally Reunified with client

_____ Number Adopted Out

Health Status

<input type="radio"/> Yes	<input type="radio"/> No	Current PCP: Does the client have a Primary Care Physician (PCP) CURRENTLY?
---------------------------	--------------------------	---

Substance Abuse

<input type="radio"/> Yes	<input type="radio"/> No	Current Issue: In the opinion of the Clinician, does the client currently have an active co-occurring mental illness and substance use problem?
<input type="radio"/> Yes	<input type="radio"/> No	Current Services: Is the client currently receiving substance abuse services?

2. Child/TAY Ages: 0-25 Years

Key Event Tracking (KET)

Partnership Information

- * Date Completed (mm/dd/yyyy): _____
- * EDC Client Number: _____
- * Client's First Name: _____
- * Client's Last Name: _____
- * Partnership Date (mm/dd/yyyy): _____
- * Client's Date of Birth (mm/dd/yyyy): _____

Changes in Administrative Information - Skip this section if there are no changes

Date of Full Service Partnership (FSP) Program change (mm/dd/yyyy) _____

NEW Full Service Partnership (FSP) Program: _____

Date of Clinician change (mm/dd/yyyy) NEW _____

Clinician Name: _____

New Partnership Status -- Skip this section if there are no changes

Date of Partnership Status Change (mm/dd/yyyy): _____

Discontinuation/Interruption of Full Service Partnership and/or Community Services Program

Reestablishment of Full Service Partnership and/or Community Services/ Program

If there is a **Discontinuation / Interruption** of Full Service Partnership and / or Community Services/ Program, indicate the reason (choose one)

<input type="radio"/>	Target Criteria: Target population criteria are not met
<input type="radio"/>	Client Discontinued: Client decided to discontinue Full Service Partnership participation after partnership established
<input type="radio"/>	Moved: Client moved to another County/ service area
<input type="radio"/>	Not Located: After repeated attempts to contact Client, s/he cannot be located
<input type="radio"/>	Residential/ Institutional Mental Health Services: Client's circumstances reflect a need for Residential/ Institutional Mental Health Services at this time (such as State Hospital)
<input type="radio"/>	Jail: Community Services / Program interrupted
<input type="radio"/>	Prison: Community Services/ Program interrupted
<input type="radio"/>	Met Goals: Client has successfully met his/her goals such that the discontinuation of Full Service Partnership is appropriate
<input type="radio"/>	Deceased: Client is deceased

Program Information

Program Name	Date of Program Change (mm/dd/yyyy)	Currently Involved (Indicate status below)
1. AB2034	<input type="text"/>	<input type="radio"/> Now enrolled in the AB2034 Program <input type="radio"/> No longer participating in the AB2034 Program
2. Governor's Homeless Initiative (GHI)	<input type="text"/>	<input type="radio"/> Now enrolled in the GHI Program <input type="radio"/> No longer participating in the GHI Program
3. MHSA Housing Program	<input type="text"/>	<input type="radio"/> Now enrolled in the MHSA Housing Program <input type="radio"/> No longer participating in the MHSA Housing Program

Residential Information - Includes Hospitalization and Incarceration

Skip this section if there are no changes

Date of Residential Status Change (mm/dd/yyyy): _____

General Living Arrangement

- 1. With one or both biological /adoptive parents
- 2. With adult family member(s) other than parents - non-foster care
- 3. In an apartment or house alone/with spouse/partner/minor children/other dependents/roommate(must hold lease or share in rent/mortgage)
- 4. Single Room Occupancy (must hold lease)
- 5. Foster Home (with relative)
- _____

Shelter / Homeless

- 7. Emergency Shelter/Temporary Housing (includes living with friends but not paying rent)
- _____

Supervised Placement

- 9. Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants)
- 10. Unlicensed but supervised congregate placement (includes group living homes, sober living homes)
- 11. Licensed Community Care Facility (Board and Care)

Hospital

- 12. Acute Medical Hospital
- _____
- 14. State Psychiatric Hospital

Residential Program

- 15. Group Home (Level 0-11)
- 16. Group Home (Level 12-14)

0	17. Short-Term Residential Therapeutic Program (STRTP) (AB 403 Continuum of Care Reform (CCR))
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For Youth, Who are Required by Law to Attend School	
Suspension/Expulsion /Expulsion	
Suspension Information: Date of Suspension (mm/dd/yyyy):	
Expulsion Information: Date of Expulsion (mm/dd/yyyy):	

For Youth, Who are NOT Required by Law to Attend School	
Date of Education Setting Change (mm/dd/yyyy):	
If there are any educational setting changes, Indicate ALL new and ongoing statuses including those previously reported.	Setting (mark all that apply)
1. Not in school of any kind	
2. High School/ Adult Education	J. 0
3. Technical/ Vocational School	
4. Community College / 4 year College	
5. Graduate School	
6. Other	0
Qves QNo	If the Client is stopping school, did the Client complete a class and/or program?
IOves IONo	Does one of the Client's current recovery goals include any kind of education at this time?

Employment Information -- Skip this section if there are no changes

Date of Employment Change (mm/dd/yyyy): _____

Current Employment

If there are any changes to the Client's employment status, indicate ALL new and ongoing statuses including those previously reported:	Average Hours Per Week	Average Hourly Wage
Competitive Employment: Paid employment in the community in a position that is also open to individuals without a disability.	_____	\$ _____
Supported Employment: Competitive Employment (see above) with ongoing on-site or off-site job- related support services provided.	_____	\$ _____
Transitional Employment/ Enclave: Paid jobs in the community that are: 1. Open only to individuals with a disability. AND 2. Are either time-limited for the purpose of moving to a more permanent job. OR Are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.	_____	\$ _____
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business): Paid jobs open only to program participants with a disability. <i>A Sheltered Workshop</i> usually offers sub-minimum wage work in a simulated environment. <i>A Work Experience (Adjustment) Program</i> within an agency provides exposure to the standard expectations and advantages of employment. <i>An Agency-Owned Business</i> serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.	_____	\$ _____
Non-paid (Volunteer) Work Experience: Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.	_____	
Other Gainful / Employment Activity: Any informal employment activity that increases the Client's income (e.g., recycling, gardening, babysitting) OR Participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution).	_____	\$ _____
<input type="checkbox"/>	Unemployed: Check this box if the Client is not employed at this time.	
	<input type="radio"/> No	Does one of the Client's current recovery goals include any kind of employment at this time?

Justice System Involvement

Arrest Information: Date Client Arrested (mm/dd/yyyy)

Probation Information: Date of Probation status change (mm/dd/yyyy) Indicate

new Probation status:

Removed from Probation

Placed on Probation

Juvenile Justice Parole Information:

Date of Division of Juvenile Justice Parole status change (mm/dd/yyyy) Indicate

new Division of Juvenile Justice Parole status:

Removed from Division of Juvenile Justice Parole

Placed on Division of Juvenile Justice Parole

Conservatorship Information

Conservatorship Information: Date of new Conservatorship status change (mm/dd/yyyy)

Indicate new Conservatorship status:

Removed from Conservatorship

Placed on Conservatorship

Payee Information: Date of Payee status change (mm/dd/yyyy) Indicate

new Payee status:

Removed from Payee status

Placed on Payee status

Dependent (W & I code 300 Status) Information: Date of W& I Code 300 status change (mm/dd/yyyy)

Indicate W&I Code 300 status change:

Removed from W&I Code 300 status

Placed on W&I Code 300 status

Emergency Intervention -- Skip this section !f there are no changes

Date of Emergency Intervention (mm/dd/yyyy): _____

Indicate the type of Emergency Intervention (e.g. emergency room visit, crisis stabilization unit):

- O** Physical Health Related
- Q** Mental Health / Substance Use Related

Provider Name**Exhibit B****Provider Rates**A. Rates

Provider shall observe and comply with all provisions, including lockout and non-reimbursable service rules, as outlined in the [SMHS Medi-Cal Billing Manual](#) or as otherwise amended or superseded. Use of the following Provider Types shall be in accordance with [BHIN 24-023](#) titled “Standards for Specific Behavioral Health Provider Types and Services” or as otherwise amended or superseded.

Table 1: Provider Type Rates

Provider Type	15 minute/unit	15 minute/unit (Group Rate)
Psychiatrist/ Contracted Psychiatrist (MD)	\$244.61	\$54.36
Physicians Assistant (PA)	\$109.70	\$24.38
Nurse Practitioner (NP)	\$121.64	\$27.03
Registered Nurse (RN)	\$99.35	\$22.08
Certified Nurse Specialist (CNS)	\$121.64	\$27.03
Licensed Vocational Nurse (LVN)	\$52.20	\$11.60
Pharmacist	\$117.09	\$26.02
Licensed Psychiatric Technician (LPT)	\$44.74	\$9.94
Psychologist/Pre-licensed Psychologist (PhD/PsyD)	\$98.38	\$21.86
LCSW / Intern or Waivered LCSW, MFT /LPCC/ Intern or Waivered MFT/ LPCC (LPHA)	\$65.53	\$14.56
Occupational Therapist (OT)	\$84.74	\$18.83
Mental Health Rehab Specialist (MHRS)	\$47.89	\$10.64
Peer Recovery Specialist	\$50.29	\$11.17
Medical Assistant	\$35.88	\$7.98
Other Qualified Providers - Other Designated MH staff that bill medical	\$47.89	\$10.64

Subject to the written approval of the County Contract Administrator, HHSA Director, and HHSA Chief Fiscal Officer, or their designees’, County may amend the following Table 2 CPT Code(s), Description thereof, or Duration, in accordance and to align with updates to the [DHCS SMHS Medi-Cal Billing Manual](#) as well as [DHCS Service Tables and Fee Schedules](#) at rates proportional to the previously negotiated Provider Type Rate detailed in Table 1. County shall issue written notice of amended Table 2 in accordance with the Article titled “Notice to Parties” at least 30-days.

Table 2: Current Procedural Terminology (CPT) Codes

CPT Code	Description	Duration (Minutes)	MD	PA	PhD/ PsyD	LPHA	NP
90847	Family Psychotherapy (with Patient Present)(first 50 mins)	50	\$815.37	\$365.68	\$327.92	\$218.45	\$405.46
99202	New Patient Evaluation	15-29	\$358.76	\$160.90	-	-	\$178.40
99203		30-44	\$603.37	\$270.60	-	-	\$300.04
99204		45-59	\$847.98	\$380.31	-	-	\$421.68
99205		60-74	\$1,092.59	\$490.01	-	-	\$543.32
99415	New Patient Evaluation (Prolonged 1st hour)	60	\$978.44	\$438.82	-	-	\$486.55
99416	New Patient Evaluation (Prolonged ea add'l 30 minutes)	30	\$489.22	\$219.41	-	-	\$243.28
99212	Est. Patient Eval	10-19	\$244.61	\$109.70	-	-	\$121.64
99213		20-29	\$407.68	\$182.84	-	-	\$202.73
99214		30-39	\$570.76	\$255.98	-	-	\$283.82
99215		40-54	\$766.44	\$343.74	-	-	\$381.13
99415	New Patient Evaluation (Prolonged 1st hour)	60	\$978.44	\$438.82	-	-	\$486.55
99416	New Patient Evaluation (Prolonged ea add'l 30 minutes)	30	\$489.22	\$219.41	-	-	\$243.28
90853	Group Counseling	50	\$815.37	\$365.68	\$327.92	\$218.45	\$405.46

	(other than multi-family)						
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CPT Code	Duration (Minutes)	MD	PA	PhD/ PsyD	LPHA	NP	OT	RN
90887	Supplemental Service (Collateral): Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to families or other responsible persons, or advising them how to assist patient							
	50	\$815.37	\$365.69	\$327.92	\$218.45	\$405.46	\$282.47	\$331.19

Supplemental Services Description	Duration (Minutes)	Rate
Interpretation services	1 unit	\$30.92
Interactive Complexity	1 unit	\$18.32

B. Non-Mental Health Supportive Services and Goods for Clients Enrolled in a FSP Program

- i. Purchases of goods and services up to \$2,000 per Client per fiscal year, may be purchased without prior approval by the County.
- ii. Purchases in accordance with [9 CCR § 3620](#) or the current MHSA Plan or Annual Update.
- iii. A single purchase or item in excess of \$500 must be approved by Contract Administrator or designee in writing to be eligible for reimbursement under this agreement.
- iv. Purchases deemed “emergency” which are urgent and essential to the support of the client may not require pre-approval as long as they are within the scope of services of this contract. This may included, but is not limited to, emergency shelter reservations, emergency auto repairs, and emergency home repairs.
- v. Gift cards may be purchased by Provider and distributed to Clients in accordance with the following provisions:
 - a) Gift cards shall be distributed for direct needs only that related to the client’s treatment (gas cards or grocery stores) and not for general use.
 - b) Invoices for gift card purchases shall be submitted in the month they are distributed to clients.
 - c) Invoices shall include date of purchase, date of distribution, gift card balance, front and back copy of card, name and signature of the individual who received the gift card (and client, if distributed to a family member for use on behalf of the client).
 - d) Gift cards distribution totally more than \$150 per client per month must be approved by Contract Administrator or designee in writing to be eligible for reimbursement under this agreement.

- vi. Purchases of more than \$2,000 per Client per fiscal year, must be approved by County Behavioral Health Division Director or designee.
 - vii. Non-Mental Health Supportive Services and Goods must be shown separately on invoices, and invoices will include a running balance per Client. In addition, Provider must provide supporting documentation in the form of original itemized receipts.
 - 1. Invoices shall be submitted for the service month in which payment is made by the provider.
- C. Reimbursable Expenses: In addition to the services specifically addressed in this “Scope of Services,” reimbursable expenses may also include Provider training costs for staff to participate in UC Davis Wraparound Services trainings and Peer Support Specialist training and certification to be submitted on monthly service invoices.

Provider
Exhibit C
Incentives

A. Incentive Payments for Deliverables

Provider shall receive incentive payment as detailed below contingent upon successful submission of the named report in addition to the monthly invoice to the County Behavioral Health Division (BHD).

Data Report Title	Reporting Requirement	Incentive Payment	Frequency of Payment
High Fidelity Wraparound Readiness Assessment	Submit High Fidelity Wraparound Readiness Assessment as provided in Exhibit C-1 or as otherwise updated and provided in writing by County. Payment based on average score of Assessment.	High \$ _____ Adequate \$ _____ Borderline \$ _____ Not Wraparound \$ _____	One time
Bi-lingual service	Provide billing report on any services provided to El Dorado County beneficiaries utilizing bi-lingual service delivery in Primary Language other than English as defined by 9 CCR § 1810.410 (a) (2) <i>Cultural and Linguistic Requirements</i> (not inclusive of internal or subcontracted interpretation) This incentive payment excludes Supplemental invoicing of services as defined by Article III, Compensation for Services, Item B. 2.	\$25 per 1-30 minute billed service utilizing bi-lingual Services \$50 per 31 or more minutes billed service utilizing bi-lingual Services	Monthly

Data Report Title	Reporting Requirement	Incentive Payment	Frequency of Payment
STRTP Other County Use	<p>As a result of Assembly Bill 1051, Provider is eligible for incentive payments for all contracts executed with County Behavioral Health Departments, other than El Dorado County, for provision of Medi-Cal SMHS services in the STRTP location(s) owned and operated by Provider.</p> <p>Provider shall submit copy of the fully executed agreements as part of their incentive invoice(s) in accordance with ARTICLE III, Compensation for Services, section E. "Compensation for Deliverables". Contract shall be current at the time of invoice submission and may only be submitted once for reimbursement.</p>	\$3,000 per eligible executed contract	Monthly

Exhibit C-1

High Fidelity Wraparound Readiness Assessment

Agency Name: _____
Date: _____
Contact Person: _____
Email/Phone: _____

INSTRUCTIONS:

This self-assessment is designed to help your agency reflect on and report how you implement the UC Davis Model of Wraparound care. The assessment is structured around the ten main subscales of fidelity according to the Wraparound Fidelity Index (WFI). Please provide detailed and specific examples for each subscale to illustrate how your agency ensures high-fidelity Wraparound care. Please include additional pages if your responses exceed the space provided.

SELF-SCORING SCALE:

For each category, please self-score your agency's fidelity using the following scale:

- High Fidelity: Fully Meets or exceeds all criteria for the subscale.
- Adequate Fidelity: Meets most criteria with minor areas for improvement.
- Borderline Fidelity: Meets some criteria but has significant areas for improvement.
- Not Wraparound: Does not meet the criteria or follow the principle of Wraparound.

Engagement and Team Preparation

This subscale assesses the processes your agency uses to engage youth and families and prepare them for the Wraparound process. It includes activities such as outreach, orientation, and the creation of the initial Wraparound team.

1. How does your agency identify and engage eligible youth and families for the Wraparound program?
2. Describe the steps taken to prepare youth, families, and other team members for the Wraparound process.
3. What strategies do you use to ensure that the family feels central to the process from the beginning?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

- High Fidelity** **Adequate Fidelity** **Borderline Fidelity** **Not Wraparound**

Team Functioning

This subscale evaluates how the Wraparound team functions, including the roles and responsibilities of team members, decision-making processes, and the overall coordination of the team.

1. How are team members selected, and what criteria do you use to ensure that they are committed to the Wraparound process?
2. Describe the team's decision-making process. How does the team reach consensus on critical issues?
3. How do you ensure that the team remains coordinated and that all members are actively involved?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Needs Based Service Planning

This subscale focuses on the assessment of needs and strengths and the creation of a service plan that is individualized, flexible, and focused on the youth's and family's goals.

1. How does your agency assess the needs and strengths of youth and families?
2. Describe how the service plan is tailored to the individual needs of each youth and family.
3. What processes are in place to ensure that the service plan remains flexible and responsive to changing needs?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Implementation and Monitoring

This subscale examines how the service plan is put into action, including the delivery of services and supports, monitoring progress, and making necessary adjustments.

1. How does your agency ensure that services and supports are delivered according to the service plan?
2. Describe the methods used to monitor the progress of the youth and family toward their goals.
3. How does your agency address any barriers or challenges that arise during the implementation of the service plan?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Workforce Development and Support

This subscale addresses the training, supervision, and support provided to staff involved in the Wraparound process.

1. What training and professional development opportunities are provided to staff to ensure they are skilled in the Wraparound process?
2. How does your agency support staff in maintaining high fidelity to the Wraparound model?
3. Describe the supervision and support structures in place for staff.

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Outcome Based Evaluation

This subscale focuses on how your agency evaluates the effectiveness of the Wraparound process, including the tracking of outcomes for youth and families.

1. What outcome measures do you use to evaluate the success of the Wraparound process?
2. How do you track and report on the outcomes for youth and families involved in the Wraparound program?
3. Describe how outcome data is used to inform and improve service delivery.

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Community Partnership

This subscale evaluates the relationships your agency has with community partners and the integration of community resources into the Wraparound process.

1. How does your agency collaborate with community partners to enhance the Wraparound process?
2. Describe how community resources are integrated into service plans for youth and families.
3. What strategies are used to maintain strong relationships with community partners?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

System Support

This subscale examines the broader system-level support for the Wraparound process, including policies, funding, and leadership commitment.

1. How does your agency ensure that there is adequate system-level support for the Wraparound process?
2. Describe any policies or funding mechanisms that support the sustainability of the Wraparound program.
3. How does leadership within your agency demonstrate commitment to the Wraparound model?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Job Classification and Roles in the Wraparound Team

This section addresses the specific job classifications within your agency that fulfill the required roles of the Wraparound team.

1. List and describe the job classifications within your agency that are directly involved in the Wraparound process.
2. How are these roles aligned with the requirements of the Wraparound model?
3. Describe how each role contributes to the fidelity and success of the Wraparound process.

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Training Plan for Initial and Ongoing Training

This section evaluates your agency's training plan for both initial and ongoing training to ensure fidelity to the Wraparound model.

1. Describe your agency's initial training program for staff involved in Wraparound. How does this vary for different roles?
2. What ongoing training opportunities are provided to ensure continuous fidelity to the Wraparound model?
3. How does your agency assess the effectiveness of its training programs?

Self-Assessment (narrative response to above questions):

Self-Score (select one):

High Fidelity

**Adequate
Fidelity**

**Borderline
Fidelity**

Not Wraparound

Contractor Name

Exhibit X

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

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

Date

Contractor Signature

Address of Contractor

Vendor Name
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: _____ Dated: _____
Name
Title
Entity Name
"BA Representative"

By: _____ Dated: _____
Name
Title
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Vendor Name
Exhibit F
California Levine Act Statement

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

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

_____YES _____NO

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

If no, please type N/A.

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

_____YES _____NO

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

If no, please type N/A.

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

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual