

**AGREEMENT FOR SERVICES #339 (170-S1611)**

**Amendment I**

**Specialty Mental Health Services for Children/Youth**

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This Amendment I to that Agreement for Services #337 (169-S1611), 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 Sierra Child & Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principle place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (Mailing: PO Box 1987, Diamond Springs, CA 95619) and whose Agent for Service of Process is Barry Harwell, 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide outpatient Specialty Mental Health Services for Children and Adolescents on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency in accordance with Agreement for Services #339 (170-S1611), dated October 13, 2015, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article III – Budget Requirements** of said Agreement.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #339 (170-S1611) shall be amended a first time as follows:

**1) ARTICLE III – Budget Requirements** is amended in its entirety to read as follows:

**ARTICLE III**

**Budget Requirements:**

**A. Maximum Total Payment to Contractor**

1. The maximum obligation for services provided during the term of this Agreement shall not exceed \$3,846,793.
2. This Agreement is subject to cost settlement as described in section "Cost Report" herein.

3. Contractor shall be reimbursed for services provided in accordance with this Agreement in the amounts not to exceed the maximum payment amounts per fiscal year for each program set forth herein.

Program	Maximum Payment Obligations		
	FY 15/16	FY 16/17	FY 17/18
Traditional SMHS	\$341,394	\$512,091	\$897,091
Full Service Partnership	\$223,611	\$335,417	\$545,457
Enhanced Foster Care Services	\$396,693	\$595,040	
Total	\$961,698	\$1,442,547	\$1,442,548

4. Services shall be reimbursed at the following rates:

Type of Service	Unit	Rate
Medication Support	Minute	\$ 4.82
All Other MH Services (Case Management, MH Services, Crisis Intervention)	Minute	\$ 2.15

5. If Contractor exhausts the Maximum Reimbursable Amount prior to June 30th of any applicable fiscal year, Contractor shall not receive any further compensation for that fiscal year. Contractor shall continue to operate under all other the terms and conditions set forth in this Agreement.
6. Provisional Billing Rates shall serve as the basis for the payment to Contractor for the purposes of monthly cash flow and are subject to cost settlement to the lesser of actual and allowable costs or published charges of DHCS approved Mental Health Services.
7. Mode 60 SFC 70-78 expenditures shall be used exclusively for the purposes of providing client supports in accordance with this Agreement. Contractor shall not use Mode 60 SFCs 70-78 for any other purpose. Mode 60 SFC 70-78 funds shall not be included in cost settlement, nor shall they be used to cover Program Services Expenses or Allocated Costs without prior written authorization from County.

**B. Compensation For Services**

1. Contractor shall produce a detailed monthly invoice in an amount not to exceed actual expenditures, based upon Provisional Unit Rates, incurred during the reporting period. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's 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 Contractor provides services in accordance with the Article titled, "Scope of Services."

2. For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
3. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and on any enclosures or backup documentation.
4. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices based upon Provisional Unit Rates, for services provided during the reporting period. Invoices shall be mailed to County at the following address:

County of El Dorado  
Health and Human Services  
Fiscal Unit  
3057 Briw Road, Suite B  
Placerville, California 95667

or to such other location as County directs.

5. Payment will be in an amount equal to the Provisional Unit Rates multiplied by the number of validated and authorized units provided. At the sole discretion of County, Contractor will not be reimbursed for those units of service that were provided without County authorization, provided to ineligible clients, or that were otherwise non-reimbursed units.
6. Contractor will not be reimbursed for those units of service that were provided without County authorization, ineligible clients, ineligible services, or that were otherwise non-reimbursed units.
7. In the event that Contractor fails to deliver the documents or other deliverables required by the individual service authorizations issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination and Cancellation."
8. Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration or termination of this Agreement.
9. County shall serve as the fiscal intermediary for Medi-Cal claiming and reimbursement for services, and shall act on Contractor's behalf with regard to Medi-Cal claiming.
10. Contractor shall not be reimbursed for any cost that exceeds the Maximum Payment Amount in each fiscal year.
11. Provisional Unit Rates shall be a mathematical computation considering the Maximum Payment Amount and the total target volume of units of service as determined by MHD. (See table with Provisional Unit Rates, above.)

12. Invoice amount shall not exceed 1/12<sup>th</sup> of the Fiscal Year Program Maximum Obligation, without pre-authorization, prior to the start of services, in writing by MHD. For any period of funding less than one year, the monthly billing amount shall be prorated accordingly (i.e. funding allocated over an eight month period will be prorated based the Fiscal Year Program Maximum Obligation). Costs exceeding the 1/12 of the Fiscal Year Program Maximum Obligation, or appropriate prorated amount, not preauthorized by MHD shall not be reimbursed at any time or through any other payment process including cost settlement.

**Prorated Monthly Invoice Amount Based on FY**

<b>Program</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>
Traditional SMHS	\$42,674.24	\$42,674.24	\$74,757.58
Full Service Partnership	\$27,951.39	\$27,951.39	\$45,454.75
Enhanced Foster Care Services	\$49,586.67	\$49,586.67	

Notwithstanding any other provision of this Agreement, Contractor shall be liable for:

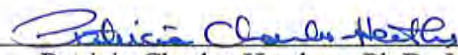
- a. The accuracy and validity of all data and information on all claims for Medi-Cal services which Contractor provides to County, and;
  - b. Ensuring that all Medi-Cal services are performed appropriately within any applicable guidelines, including but not limited to, administration, utilization review, documentation, and staffing.
13. Contractor shall comply with the requirements imposed by statutes, regulations, and rules governing reimbursement by Medi-Cal.
14. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that County will be making payments on said billings in advance of said review and approval by the state, and in advance of the reimbursement by the State to County for sums expended there under. In the event any claim, or part thereof, is disapproved by the State, Contractor may take action to correct the billing for resubmittal. In the event that County is not reimbursed by the state for any amount it has paid to Contractor hereunder, Contractor shall reimburse County in the amount of such overpayment.
- a. Contractor shall not be reimbursed for cost associated with any non-reimbursable claim.
  - b. County and Contractor will collaborate on claims corrections to continuously correct data as needed.
  - c. County may modify the claiming systems at any time in order to comply with changes in, or interpretations of state or federal laws, rules, regulations, manuals, guidelines, or directives. When possible, County shall notify Contractor in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of that modification.

Except as herein amended, all other parts and sections of that Agreement #339 (170-S1611) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 5/4/18  
Jamie Samboceti, Deputy Director, Behavioral Health Services  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By:  Dated: 5/7/18  
Patricia Charles-Heathers, Ph.D., M.P.A.  
Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #339 (170-S1611) on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 5-7-18  
Purchasing Agent  
Chief Administrative Office  
"County" 

-- CONTRACTOR --

SIERRA CHILD AND FAMILY SERVICES  
A CALIFORNIA NON-PROFIT COMPANY

By:  Dated: 5/4/18  
Barry Harwell  
Executive Director  
"Contractor"

By:  Dated: 5/4/18  
Corporate Secretary

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**AGREEMENT FOR SERVICES #170-S1611**  
Specialty Mental Health Services for Children/Youth

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Child and Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3), commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principle place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (Mailing: PO Box 1987, Diamond Springs, CA 95619) and whose Agent for Service of Process is Barry Harwell, 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, the County has contracted with the State to serve as the Mental Health Plan (MHP) for the County of El Dorado. As the MHP, there are mandated services required of the County, including but not limited to outpatient Specialty Mental Health Services (SMHS) for children and youth; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide twenty-four (24) hour outpatient Traditional Specialty Mental Health Services, Mental Health Services Act (MHSA) Youth and Family Full Service Partnership and MHSA Enhanced Foster Care Services for County-authorized children and youth identified as Seriously Emotionally Disturbed (hereinafter referred to as "child/youth", "children/youth", "Client" or "Clients") who meet the criteria set forth in Welfare and Institutions Code (WIC) Section 5600.3(a) and California Code of Regulations Title 9, Division 1, on an "as requested" basis for the Health and Human Services Agency, Mental Health Division; and

**WHEREAS**, pursuant to the approved Fiscal Year 2015-16 MHSA Plan Update, Youth and Family Full Service Partnership and Enhanced Foster Care Services were approved projects; and

**WHEREAS**, the target population for the services herein includes children and youth up to the age of 18 years and adults 18-21 years of age if still attending secondary school, identified as Seriously Emotionally Disturbed who meet the criteria set forth in WIC § 5600.3(a) and California Code of Regulations, Title 9, Division 1; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the outpatient Traditional Specialty Mental Health Services for children and youth special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, County issued a Request for Proposal No 15-952-043 to select a Contractor to provide outpatient Specialty Mental Health Services for Children and Adolescents, and the Board of Supervisors awarded the bid to Contractor on July 28, 2015 in response to Contractor's submitted proposal; and

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

**WHEREAS**, County has determined that the provision of these services provided by Contractor are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code Section 31000;

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

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## **ARTICLE I**

### **SCOPE OF SERVICES**

#### **A. Purpose**

To provide strength-based, culturally competent, flexible, child/youth-centered, family driven, effective quality mental health services to all eligible children and youth beneficiaries, to include those with serious emotional disturbance, and at-risk eligible children and youth, as defined by the El Dorado County Health and Human Services Agency, Mental Health Division (MHD).

#### **B. General Program and Service Requirements**

1. The purpose of the SMHS program is to provide Medi-Cal eligible children, youth, and their families with outpatient mental health services. This program maintains the capacity to retain clients in services 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 service provider and are not required to transfer to another outpatient program as their needs fluctuate or change. The provision of SMHS will consist of a well-defined planning and service delivery methodology, with the following services included as key components of the program.
2. Contractor shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, to children and youth, ages 0-21, who meet the criteria established in, and in accordance with, the El Dorado County Mental Health Plan (MHP).
3. Contractor shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations (CFR), Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
4. Contractor shall comply with all Policies and Procedures adopted by County to implement federal/state laws and regulations.
5. Contractor shall follow MHD Outpatient SMHS Protocol. The current Outpatient SMHS Protocol is attached to this Agreement as Exhibit A. County Contract Administrator will provide Contractor with updated Outpatient SMHS Protocol within seven (7) days of the revision date. Revisions to the Outpatient SMHS Protocol will not require an amendment to this Agreement and will be effective upon receipt of the revised Outpatient SMHS Protocol by Contractor or the effective date identified on the revised Outpatient SMHS Protocol, whichever is sooner. Said revisions to the Outpatient SMHS Protocol shall become part of this Agreement upon acknowledgment in writing by the Contractor, and no further amendment of the Agreement shall be necessary provided that changes to the Outpatient SMHS Protocol do not conflict with any other provisions of this Agreement.
6. Contractor shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the El Dorado County Health and Human Services Agency, Mental Health Division, Cultural Competence Plan, including all amendments thereto, and 42 CFR Sections 438.10-438.812, as currently written or as amended or replaced thereafter, as if fully set forth herein.

7. Families will have a high level of decision-making power and be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of wellness. Services will be provided in collaboration with those individuals and agencies involved with the child/youth.
8. Contractor shall serve all children/youth admitted to each program by the MHD. If the program's actual number of clients served exceeds the Minimum Slot Capacity by ten percent (10%) or more, Contractor shall adjust proportionately the services provided, while accounting for each child/youth's current clinical needs.
9. Contractor shall obtain written authorization for ongoing mental health services from the MHD for all children/youth who meet medical necessity and continue in service beyond the initial Treatment Plan. Services rendered by Contractor without prior written authorization, unless otherwise specified from the MHD, shall not be reimbursed.
  - a. The client shall be defined as the MHD's authorized child/youth that is receiving mental health services from the Contractor. In cases in which there is more than one (1) child/youth in the same family receiving mental health services, each child/youth shall be a separate client.
  - b. The length, type and duration of mental health services shall be defined in the Treatment Plan. Length of service shall be based on clinical need as determined by the case carrying Clinician in collaboration with the child/youth/family, but will not exceed the MHD authorization.
  - c. Mental health services shall be provided to the individual child/youth, and may include family or significant support persons.
10. Contractor shall not make any change in the program including but not limited to slot capacity, service changes, and/or staffing patterns as outlined in this Agreement without the prior written consent of the County.
11. Contractor shall notify the MHD of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to Executive Director, Clinical/Program Director, Chief Fiscal Officer, Psychiatrist, and Chairperson of the Board of Directors.
12. Psychiatric and Medication Support Services: Psychiatric and Medication Support Services shall be provided in accordance with CCR, Title 9, Division 1.
  - a. Contractor shall only hire a Board Eligible or Board Certified (BE/BC) Child Psychiatrist, unless, with prior written approval, an exception is granted by County.
  - b. Contractor shall notify the MHD in writing when the waiting time to see a Psychiatrist exceeds sixty (60) days.
  - c. Contractor will maintain a policy and procedure addressing missed medication appointments, and submit any updates to their Contract Administrator for approval by County.
  - d. Pursuant to CCR, Title 9, Section 1810.225, "Medication Support Services" means those services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary. *Note: Authority cited:*

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

- e. Pursuant to CCR, Title 9, Section 1840.346, "Medication Support Services shall be provided within the scope of practice by any of the following: (a) Physician (b) Registered Nurse (c) Licensed Vocational Nurse (d) Psychiatric Technician (e) Pharmacist (f) Physician Assistant" *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code.*

13. Medi-Cal Eligibility:

- a. If Contractor becomes aware that the child/youth is ineligible for full-scope Medi-Cal, Contractor shall notify the MHD prior to the child/youth's next appointment and refer the caregiver to the child/youth's Medi-Cal Eligibility Worker.

14. Contractor shall collaborate with all parties involved with the child and family including but not limited to parents, schools, doctors, social services, Alta Regional, Alcohol and Drug Services, and Probation. Contractor shall provide referral and linkages as appropriate.

15. Contractor shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing and transportation as may be appropriate based upon the child/youth's Treatment Plan.

16. Contractor shall involve child/youth/parents/caregivers/guardians, as appropriate, in all treatment planning and decision making regarding the child's services as documented in the child/youth's treatment plan.

17. Contractor 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 children and adolescents.

18. Contractor shall insure that all staff accompanying a child/youth into the community as a part of mental health service delivery will maintain ongoing supervision and care for the child/youth throughout the service event, to include receiving the child/youth from and returning the child/youth to an appropriate responsible adult. Contractor shall develop and maintain a policy and procedure reflecting this requirement and submit any updates to their Contract Administrator.

19. Contractor shall adhere to the guidelines in accordance with policies, procedures and protocols issued by the MHD, including but not limited to:

- a. Contractor shall complete all chart documentation as defined in the Outpatient SMHS Protocol.
- b. Contractor shall participate in all County required Utilization Reviews.
- c. Contractor shall conduct internal Utilization Review.
- d. Contractor shall comply with audit requests by the County.
- e. Contractor shall provide Clients with a copy of the El Dorado County MHP "What is a Grievance?" and "Grievance Form." Contractor shall follow the client grievance process outlined in the above referenced document.
- f. Contractor shall provide Clients with the "Guide to Medi-Cal Mental Health Services," at the first appointment after receiving the Initial Authorization, at the time

of re-assessment, and upon Client request. The “Guide to Medi-Cal Mental Health Services” can be accessed on the County Mental Health website, currently located at <http://www.edcgov.us/mentalhealth/> in the table titled “Resources” (Guide to Medi-Cal).

- g. Contractor shall ensure that self-addressed envelopes and forms that may be used to file grievances, appeals, and expedited appeals, are available for beneficiaries to pick up at all sites without having to make a verbal or written request to anyone (CCR, Title 9, Division 1).
20. Contractor shall identify all transition age youth (TAY) due to age-out of Children’s Mental Health Services and into Adult Mental Health Services. Contractor will initiate appropriate treatment referrals to the MHD to insure that mental health treatment linkages are in place, and will participate with the youth, MHD or designee staff, and other stakeholders in creating a plan that assures a successful transition. Transition planning will commence at least one (1) year prior to the TAY’s anticipated transition from Children’s Mental Health Services.
21. Treatment Plans:
  - a. Contractor shall develop individualized culturally appropriate Treatment Plans meeting the criteria set forth in the Outpatient SMHS Protocol.
    - i. The Treatment Plan shall be developed in coordination with the child/youth, parent/guardian, family, agency staff, and other natural and professional family supports as appropriate. In the case of a youth aged 18-21, parent or legal guardian inclusion in treatment planning is not required and is at the discretion of the youth.
    - ii. Treatment plans shall include the minimum required elements of a “Client Plan” as described in the County’s MHP agreement with the California Department of Health Care Services, Exhibit A, Attachment I and as required by the Outpatient SMHS Protocol. Certain sections of the MHP Agreement are incorporated by reference herein; however, Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors>.
    - iii. The Treatment Plan shall identify service needs, including referrals to appropriate community, social or health services.
    - iv. Treatment Plans shall be needs-driven rather than service-driven. Treatment Plans must reflect strategies to facilitate the achievement of the goals of children, youth, and families served.
    - v. The plan is to be strength-based, reflecting the unique strengths, values, norms, and preferences of the child/youth and family as they relate to the child/youth's medical necessity.
    - vi. Treatment Plans are to reflect the voice, choice, and prioritization of the child/youth and parent/guardian.
    - vii. Treatment Plans are focused on normalization, creating a vision with the child/youth and his/her family of what constitutes a "normal" desired future for that child/youth and family.
    - viii. Treatment Plans should maximize the use of informal family and community resources to meet child/youth and family needs. Informal supports are non-

governmentally funded supports that occur naturally in the child/youth's environment, such as but not limited to relatives, clergy, neighbors, community-based organizations, etc.

- ix. Treatment Plans are to reflect identified needs in multiple life domains including, but not limited to, safety, family life, social and recreational opportunity, adequate housing, economic stability, educational or vocational success, health, legal concerns, psychological/emotional needs, and spiritual beliefs, as appropriate, that address the identified medical necessity impairments.
  - x. Treatment Plans for each child/youth must include a plan to transition from Outpatient SMHS to community-based support.
  - xi. Treatment Plans are to include proactive and reactive safety plans.
  - xii. The Treatment Plan must be completed and returned to the MHD within thirty (30) days of the date of the authorization for the completion of a Treatment Plan.
- b. Contractor shall modify the Treatment Plan when effectiveness or progress is not evident.
  - c. Contractor shall ensure services are adjusted to meet the changing needs of the child/youth and family. Contractor staff will maintain services for children/youth and families even when difficulties and challenges disrupt the Treatment Plan. In the event a child/youth is determined by Contractor to need a higher level of services, Contractor shall notify the MHD, and the MHD may determine the child/youth needs to move to a higher level of service. In such situations, the MHD will make the final determination as to which service provider shall provide those services.
22. Re-Authorization of Services:
- a. Contractor shall review each Treatment Plan a minimum of once every six (6) months to assess outcomes and update the Treatment Plan. This process includes a review of the needs and strategies to support movement to the community, independence, the shift from formal to informal services and supports, and the transition to less intensive services or the adult service system.
  - b. Contractor shall submit requests for reauthorization of a client by completing the documents specified in the Outpatient SMHS Protocol and submitting the documents to the MHD. Requests for reauthorization must be submitted within the thirty (30) days prior to authorization expiration. Prior to submitting the request for reauthorization to the MHD, a supervising clinician must confirm that the request for reauthorization is clinically indicated and that a copy of the completed and signed Treatment Plan is in the client's chart.
23. Crisis Intervention Services: Contractor shall be available 24 hours per day, 7 days per week including holidays to provide twenty-four (24) hour crisis intervention services in accordance with CCR, Title 9, Division 1 to children and youth currently being served, which shall include informing children/youth and their families whom to contact for emergency services when the Contractor's facility is closed. Contractor shall notify County Psychiatric Emergency Services upon referral of child/youth for crisis intervention requiring evaluation for Welfare and Institutions Code Section 5150.
- a. Crisis Intervention Services include, but are not limited to:
    - (1) Immediate face-to-face response to a crisis call, if clinically indicated.
    - (2) Immediate support services to all significant support people as related to the client's Treatment Plan.

- (3) Emergency meeting to review safety plans and review and revise Treatment Plan, as appropriate.
  - b. Contractor's Crisis Intervention protocol shall include services for Crisis Intervention in accordance with CCR, Title 9, Division 1, or other SMHS necessary to address the Client's urgent or emergency psychiatric condition (crisis services) up to and including referral for Welfare and Institutions Code Section 5150 assessment. A copy of the Contractor's Crisis Intervention Protocol shall be submitted to the Contract Administrator.
  - c. The Crisis Intervention protocol shall ensure the availability of appropriately trained and qualified staff and include procedures for addressing crises and urgent needs that are agreed upon in writing by County and Contractor.
  - d. Pursuant to CCR, Title 9, 1810.209, "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code*
  - e. Pursuant to CCR, Title 9, 1840.336, "Crisis Intervention may either be face-to-face or by telephone with the beneficiary or significant support persons and may be provided anywhere in the community." *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code.*
24. Child Protective services (CPS) Children/Youth: Contractor shall provide services to CPS-served children in accordance with the following requirements:
- a. Contractor shall complete the Mental Health Treatment Plan within the authorized service period. A copy of the most recent assessment/reassessment and Mental Health Treatment Plan shall be sent to the child/youth's CPS Social Worker, under confidential cover, within two (2) weeks of completion of the Mental Health Treatment Plan.
  - b. Contractor shall provide a Discharge Summary to the CPS social worker whenever a CPS referred child is found not to meet medical necessity ("graduation") or otherwise discharged from services. The Discharge Summary will be provided within five (5) days of the completion of the medical necessity re-assessment or discharge from services.
  - c. Contractor shall provide a written Progress Report to the CPS social worker every ninety (90) days during the time in which the child/youth is receiving services.
  - d. Contractor shall provide a Termination Report to the child/youth's CPS Social Worker within fourteen (14) days of termination of mental health services.

- e. Contractor shall submit a copy of the Mental Health Treatment Plan to the CPS Social Worker within two (2) weeks of completion of the Mental Treatment Plan when continued services are re-authorized by the MHD.
  - f. Contractor shall notify the CPS Social Worker within three (3) working days of receiving the referral.
  - g. Contractor shall notify the CPS social worker within five (5) working days for any of the following:
    - i. Child/youth has terminated counseling with Contractor.
    - ii. Child/youth, or his/her parent/legal guardian/caregiver, has failed to respond to Contractor's efforts to schedule an appointment.
  - h. Contractor shall notify the CPS Social Worker the same working day when the child/youth has missed a scheduled appointment without 24 hours prior notice to the Contractor.
  - i. In the event that Contractor is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than County, Contractor shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time. Contractor must seek compensation from the subpoenaing party, and County shall not be liable if Contractor fails to receive compensation.
  - j. Contractor will provide services to CPS referred children/youth based on child welfare outcomes pertaining to safety, permanency, and well-being as per Welfare and Institutions Code Section 10601.2.
  - k. Contractor shall insure a licensed or license waived Clinician, as defined in the MHP, has the primary responsibility for carrying all CPS cases. Contractor may use unlicensed or non-waived staff in accordance with County guidelines to provide non-therapy services, including case management brokerage services and collateral contact services.
25. Contractor shall report any changes in program eligibility to the MHD.
26. Planned Discharge (Graduation): Contractor shall strive to demonstrate a graduation rate of fifty percent (50%) of unduplicated clients to community resources each fiscal year of this Agreement. For purposes of this Agreement, "graduation" shall mean planned discharge from Outpatient SMHS to community resources.
27. Contractor shall have representative staff attend County-sponsored Provider Meetings and other work groups as established and scheduled.
28. Contractor must submit to their Contract Administrator and be approved by the MHD any Evidenced Based Practices (EBPs) prior to implementation within an existing or as a new program.
29. Contractor 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, EMDR, 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 children/youth's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072(3) of the California Code of Regulations. Use of any such treatments by Contractor or any therapist providing services for Contractor shall constitute a material

breach of this Agreement and be grounds for immediate termination of the Agreement for cause pursuant to the Article titled, "Default, Termination and Cancellation."

### **C. Full Service Partnership (FSP) Program and Service Requirements**

1. The purpose of the Full Service Partnership program is to provide eligible children with family-based service alternatives to group home care. This process facilitates access to normalized and inclusive community options, activities, and opportunities.
2. FSP program and service requirements include those identified under "General Program and Service Requirements" and the additional program and service requirements specified in this section.
3. Contractor shall provide a full range of mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan.
4. Services shall be provided anywhere in the community including home, school, office, or other sites. Place of service shall enhance delivery and access to service. Contractor hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
5. Contractor shall follow the Child, Youth, and Family Full Service Partnership Toolkit, as may be amended and which may be accessed at <http://www.cibhs.org/introduction/fsp-tool-kits>; and the County's current MHSA Plan, along with all applicable state and federal laws and regulations related to the provision of Medi-Cal authorized SMHS for provision of FSP services to eligible children/youth. Contractor shall ensure that staff has the necessary qualifications, experience, and training to successfully provide the full-range of FSP services with fidelity to a wraparound service model.
6. Contractor shall ensure that services provided support outcomes of reducing out of home placements; maintaining family and foster care stability; increasing permanency for foster youth; increasing school performance; and decreasing incarceration, psychiatric hospitalization, and out of home placement.
7. If hospitalization or other out of home service is required, these service modalities are used as resources and not as a place to live.
8. If the child/youth has an open child welfare case and the child/youth is placed out of the home, Contractor shall work with the child/youth's treatment team, including the child/youth's CPS Social Worker, to develop a specific plan to return to a family home (foster, kinship, or biological home) within the timeline set forth by CPS.
9. Non-Mental Health Supportive Services and Goods:
  - a. Non-Mental Health Supportive Services and Goods may be utilized to support the Treatment Plan goals provided that the service and/or good is identified in the child/youth's Treatment Plan. Non-Mental Health Supportive Services and Goods are not for the child/youth's basic placement needs, but for the services, goods, and additional supportive services needs to specifically address a child/youth's medical necessity.
  - b. Purchases of goods and services up to \$100 per child/youth, cumulatively through duration of treatment, may be purchased without prior approval by the HHSA.
  - c. Purchases of goods and services of \$100 up to \$500 per child/youth, cumulatively through duration of treatment, must be approved in writing by the HHSA Director or designee.



- d. Purchases of \$500 or more per child/youth, cumulatively, must be approved in writing by the HHS Director or Assistant Director of Health Services, or successor. Non-Mental Health Supportive Services and Goods must be shown separately on invoices and Contractor must provide supporting documentation in the form of original itemized receipts.
- e. Non-Mental Health Supportive Services and Goods procured on behalf of the child/youth that are not be in support of the Treatment Plan goals and/or not identified on the Treatment Plan will be disallowed.

#### **D. Enhanced Foster Care Services Program and Service Requirements**

1. The purpose of the Enhanced Foster Care Services program is to provide eligible children with an open child welfare case with highly individualized SMHS that addresses the Treatment Plan goals of each child/youth.
2. The Enhanced Foster Care Services program and service requirements include those identified under "General Program and Service Requirements" and the additional program and service requirements specified in this section.
3. Contractor shall provide a full range of mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan.
4. Contractor shall follow the Core Practice Model Guide, as may be amended (which may be accessed at <http://www.dhcs.ca.gov/Documents/KACorePracticeModelGuideFinal3-1-13.pdf>) and the County's current MHSA Plan, along with all applicable state and federal laws and regulations related to the provision of Medi-Cal authorized SMHS, for provision of Enhanced Foster Care Services to eligible Clients. Contractor shall ensure that staff has the necessary qualifications, experience, and training to successfully provide the full-range of Enhanced Foster Care Services with fidelity to the Core Practice Model.
5. Contractor shall not claim reimbursement for Intensive Care Coordination (ICC) services to clients in a hospital, psychiatric health facility, group home, or psychiatric nursing facility, except when used solely for the purpose of coordinating placement of the child/youth for discharge. Under this condition, a child/youth may receive ICC during the 30 calendar days immediately prior to the day of discharge, for a maximum of three (3) nonconsecutive periods of 30 calendar days or less per admission to the facility as part of discharge planning.
6. Contractor shall not claim reimbursement for Intensive Home Based Services (IHBS) services to clients in group homes, except for clients that are transitioning to a permanent home environment when it is to facilitate the transition during single day and multiple day visits outside the group home setting.
7. Services shall be provided anywhere in the community including home, school, office, or other sites. Place of service shall enhance delivery and access to service. Contractor hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
8. Contractor shall, in consultation with the Child, and his/her parent/legal guardian as age appropriate, develop a Family Team that is comprised of family, friends, agency staff, and people who are involved with the child and family to support the family. The Family

Team shall determine service needs to address the identified goals in the Client's Treatment Plan.

9. Contractor shall ensure that services provided support outcomes of reducing out of home placements; maintaining family and foster care stability; increasing permanency for foster youth; increasing school performance; and decreasing incarceration, psychiatric hospitalization, and out of home placement.
10. Contractor shall participate with the child/youth's CPS social worker in Intensive Care Coordination (ICC) meetings in accordance with the Core Practice Manual and the Medi-Cal Manual. Contractor shall schedule ICC meetings no less than every 90 days.
11. Contractor shall provide Intensive In-Home Behavioral Services (IHBS) in accordance with the Core Practice Manual and the Medi-Cal Manual.
12. Non-Mental Health Supportive Services and Goods:
  - a. Non-Mental Health Supportive Services and Goods may be utilized to support the Treatment Plan goals provided that the service and/or good is identified in the child/youth's Treatment Plan. Non-Mental Health Supportive Services and Goods are not for the child/youth's basic placement needs, but for the services, goods, and additional supportive services needs to specifically address a child/youth's medical necessity.
  - b. Purchases of goods and services up to \$100 per child/youth, cumulatively through duration of treatment, may be purchased without prior approval by the HHSA.
  - c. Purchases of goods and services of \$100 up to \$500 per child/youth, cumulatively through duration of treatment, must be approved in writing by the HHSA Director or designee.
  - d. Purchases of \$500 or more per child/youth, cumulatively, must be approved in writing by the HHSA Director or Assistant Director of Health Services, or successor. Non-Mental Health Supportive Services and Goods must be shown separately on invoices and Contractor must provide supporting documentation in the form of original itemized receipts.
  - e. Non-Mental Health Supportive Services and Goods procured on behalf of the child/youth that are not be in support of the Treatment Plan goals and/or not identified on the Treatment Plan will be disallowed.

#### **E. Documentation and Notification of Events**

1. Clinical Record: Contractor shall maintain adequate patient records, with a preference for an electronic clinical record, on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements. Contractor shall ensure all written "Authorization for Services" documents shall become a part of the Client's clinical record.
  - a. Progress Notes: Progress notes must minimally contain the requirement elements to be an allowable Medi-Cal billable service, including but not limited to the following elements: the date and time the services were provided; the date and time the documentation was entered into the medical record; the amount of time taken to provide the services; the location of the intervention; the relevant clinical decisions

- and alternative approaches for future interventions; the specific interventions applied; how the intervention relates to the Client's mental health functional impairment and qualifying diagnosis; identify the Client's response to the intervention; document any referrals to community resources and other agencies (when appropriate); be signed by the person providing the service (or electronic equivalent) with the person's type of professional degree, licensure, or job title. A progress note must be written for every service contact.
- b. Discharge Summary: Claims for completing a discharge summary are not reimbursable. Reviewing a discharge summary with a Client for therapeutic purposes is a reimbursable service as long as it is clearly documented in the progress note.
    - i. Planned Discharge (Graduation): Contractor shall provide MHD a copy of the written Discharge Summary within fourteen (14) days following a planned discharge (graduation); and
    - ii. Unplanned Discharge: Contractor shall provide MHD a copy of the written Discharge Summary within thirty (30) days following the last date of service for unplanned discharges.
2. Notification of Events:
- a. Occurrences of a Serious Nature: Contractor 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 Contractor.
  - b. Notification of Death:
    - (1) Death from Cause other than Terminal Illness: Contractor shall notify Contract Administrator immediately by telephone upon becoming aware of death due to any cause other than Terminal Illness of any Client served under this Agreement.
    - (2) Terminal Illness: Contractor shall notify Contract Administrator by written report faxed, hand-delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any Client served under this Agreement.
    - (3) 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 Contractor's officers or employees with knowledge of the incident.

## **F. Outcomes and Reporting**

1. Contractor shall collect and provide data as required and in a format approved by HHSA/MHD. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet.
2. Child and Adolescent Needs (CANS) Reporting: Contractor shall complete and submit the CANS for each child with the Treatment Plan and every 90 days thereafter for the term of this Agreement to County. A sample CANS document is attached hereto as Exhibit B "Child and Adolescent Needs Assessment Survey." This Exhibit B is for

purposes of example only and may be modified to incorporate improvements in design by HHS.

3. Current Clients and Discharges:
  - a. Contractor shall submit a list of ongoing Clients, unplanned discharges and planned discharges (graduates) to the Contract Administrator, or designee, on a bi-annual basis within thirty (30) days of the end of each reporting period, defined as January 1 through June 30 and July 1 through December 31 of each year for the term of this Agreement, or portion thereof in the event of termination of this Agreement prior to the end of a reporting period.
  - b. Contractor shall submit a cumulative annual report to Contract Administrator, or designee, no later than August 30 for each year during the term of this Agreement, demonstrating the overall graduation results for the prior fiscal year, defined as July 1 to June 30.
4. Contractor shall report the performance outcome measures as described in Exhibit C “County Mental Health Division Outcome Measures” of this Agreement on the frequency established by the MHD, but not less than quarterly. The quarterly reports will be due within 15 days following the quarter being reported, with each quarter ending September 30, December 31, March 31, and June 30 of each fiscal year. The expected outcomes for the Performance Outcome Measures are to enable clients to function adaptively at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.
5. For children/youth receiving services in the Youth and Family FSP or Enhanced Foster Care Services programs, the MHSA-required data reporting elements that must be reported at the beginning of services (Partnership Assessment Form), upon change of a key event (Key Event Tracking Form), and quarterly (Quarterly Assessment (3M) Form). These forms are attached in Exhibit D, are distinguished by child (under age 18) and Transitional Age Youth (TAY) (age 18-24), and reports shall be provided to the appointed MHD staff for MHSA reporting. Contractor will be notified in writing as to the name and contact information for the appointed MHD staff.
6. QM Work Plan and Annual Report: Contractor shall complete an annual Quality Management Work Plan and an Annual Work Plan Goal Report.
7. It is understood and agreed that Contractor’s timely submission of information regarding program implementation, financial data, or other related data is an essential element of this Agreement, and that said data shall be available upon request by County.
8. Contractor shall regularly review Contractor’s charting, data input and invoice systems to ensure compliance with County, and state policies and procedures, and establish mechanisms to prevent inaccurate claim submissions.
9. Additional Reporting Information:
  - a. Contractor will be notified in writing of any additional reporting requirements or changes identified to meet County, state and/or federal reporting needs.
  - b. County reserves the right to modify any reporting requirements or components during the term of the Agreement.
  - c. County will notify Contractor in writing of any reporting requirement or reporting component changes.

- d. Contractor will provide requested reports within thirty days (30 days) of notification of any additional reporting requirements or changes to existing reporting requirements and components.
- e. Contractor shall, without additional compensation therefore, make further fiscal, program evaluation and progress reports as may be reasonably required by County or by the State concerning Contractor's activities as they affect the contract duties and purposes herein.

**G. Service Hours and Slot Allocations**

- 1. Children/youth's clinical and service intensity needs may vary month-to-month.
- 2. Level of service/intensity (hours/slot/month) may vary as a function of the percentage of clients served.
- 3. Slot Allocations:
  - a. The average hours of service per client per month shall be based on the clinical need of the client.
  - b. Children/youth receiving only medication support and case management services may require less than two (2) hours of service per month.

<b>Program</b>	<b>Minimum or Maximum</b>	<b>Number of Slots</b>	<b>Recommended Hours of Service per Month (per slot)</b>
Traditional SMHS	Minimum Number of Concurrent Slots	86	5
Full Service Partnership	Maximum Number of Concurrent Slots	14	10
Enhanced Foster Care Services	Maximum Number of Concurrent Slots	24	12.5

- 4. For the Full Service Partnership program and Enhanced Foster Care Services program, the total program census shall not exceed the slot capacity identified above without the prior written consent of the MHD.

**H. Availability of Services**

- 1. Hours of operation available to child/youth and families are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service enrollees.
- 2. Contractor shall ensure timely access to care and services, taking into account the urgency of the need for services.
  - a. Contractor shall ensure that initial face-to-face appointments occur within ten (10) business days of admission.
  - b. The second non-psychiatric face-to-face shall occur no later than twenty (20) business days after the first appointment.
  - c. Priority shall be given to children/youth admitted and authorized by the MHD who have recently been discharged from inpatient treatment and/or who are Children's Protective Services children/youth.

- d. Contractor shall provide, both for existing clients and for new clients, an appointment with a psychiatrist within twenty (20) days of a child/youth's discharge from an inpatient psychiatric hospital, juvenile justice institution or other 24-hour residential facility if the child/youth is taking psychotropic medication. The first non-psychiatric appointment following hospitalization shall be offered within five (5) business days of discharge.
- 3. Services provided in performance of this Agreement shall be available 24-hours a day, 7-days a week, when medically necessary.
- 4. 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. Upon request, Contractor shall provide County and Client(s) with a copy of its Cultural Competency/Linguistic Policy and Procedure.
- 5. Contractor 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. Contractor hours shall be flexible to include weekends and evenings to accommodate the family/care provider/significant support provider.
- 6. Compliance with "Availability of Services" requirements shall be subject to audit by County. Noncompliance shall result in a Corrective Action Plan (CAP). Failure to correct issues in accordance with the CAP may result in termination of this Agreement in accordance with Article titled, "Default, Termination, and Cancellation" herein.

**I. Staffing:**

- 1. For the purposes of this Agreement "staff" shall mean any person employed on a part-time, full-time, extra-help, temporary or volunteer basis who works at, for, or with the Contractor during the term of this Agreement.
- 2. Contractor agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- 3. Contractor shall demonstrate a staff productivity rate for all full-time treatment staff of 69,030 units/year (65% of 1770 hours), where one unit of service equals one (1) minute of service provided.
- 4. Contractor shall, based upon the Slot Allocation, employ one (1) full time equivalent (FTE) Clinician for the designated number of children/youth receiving services within each program. Contractor shall maintain the required number of Clinicians, providing notice and a hiring plan within five (5) days to the Contract Administrator when a staff vacancy occurs. Contractor may employ one (1) FTE para-professional level staff for the designed number of children/youth receiving services within each program.

<b>Program</b>	<b>Slot Per Clinician (FTE) (Required)</b>	<b>Slot per Para-Professional (FTE)(Recommended)</b>
Traditional SMHS	35	40

Full Service Partnership	10	10
Enhanced Foster Care Services	10	10

5. Contractor shall at all times have the internal capacity to provide the services called for in this Agreement with personnel that have the requisite cultural and linguistic competence required to provide SMHS services under this Agreement.
6. Contractor shall provide clinical supervision or consultation to all treatment staff, licensed, registered, waived, or unlicensed providing services under this Agreement.
  - a. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.
  - b. Contractor shall complete and submit a Clinical Supervision or Oversight Plan to the Contract Administrator.
7. Contractor shall make available to County, upon request of the MHD, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.
8. Federal funds may not be used for any contracted services, if Contractor is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
9. In accordance with Title 45 Code of Federal Regulations (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, Contractor will comply with the Federal Health and Human Services, office of Inspector General's requirement that all staff be screened using the "List of Excluded Individuals/Entities" available at <http://oig.hhs.gov/exclusions/index.asp> and the "California Medi-Cal Suspended and Ineligible List" available at <http://files.medi-cal.ca.gov>.
10. Contractor shall not assign or continue the assignment of any employees, agents (including subContractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code Sections 667.5 and/or 1192.7, to provide direct care to clients.
11. Screening of individuals shall be done before an offer of employment is made, and on a monthly basis.
12. Documentation of screening shall be attached to each monthly invoice in the form of a list of all employees, next to which an entry is made of the date the screening was performed, and the results of that screening.
13. Failure to submit this report monthly will result in delay of payment for services until said report has been received.
14. Identification of a staff person who is listed on either of the two (2) above-noted websites shall be reported immediately to the Contract Administrator, who in turn will report to the state. Allowing staff listed on either of the two (2) above-noted websites to provide services performed under this Agreement may result in corrective action up to and including termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
15. Through Contractor's execution of this Agreement, Contractor certifies that to the best of Contractor's knowledge and belief, that Contractor and Contractor's staff:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - d. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
16. Contractor notify County within ten (10) days of receipt of notification that Contractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

#### **J. Operation and Administration**

1. Contractor agrees to furnish at no additional expense to County beyond the amounts identified as Maximum Payment Amount under Article III, "Budget Requirements," all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
2. Contractor, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by Contractor and made available for review or inspection by County at reasonable times during normal business hours.

#### **K. Facilities**

1. Medi-Cal Site Certification: County shall audit Contractor's facilities for Medi-Cal site certification, in accordance with California Department of Health Care Services (DHCS) protocol. Certification of Contractor as an organizational provider of SMHS shall be in conformance with "El Dorado County Provider Certification" requirements attached hereto as Exhibit E and available at <http://www.edcgov.us/HHSAForContractors/>, incorporated by reference herein, for adherence by County employees and Contractors. It is incumbent on the Contractor to notify the MHP or Contract Administrator of any changes that may affect site certification, including but not limited to structural changes, relocation, expansion, or the identification of staff as Ineligible Person(s) in accordance with the section titled "Staffing" herein.
2. Signage: All required signage shall be displayed in a manner that is easily accessible to all Clients, staff, family members, and visitors in all Contractor service locations providing Outpatient SMHS.
3. Posting of Signs and Availability of Forms/Documents/Audio Media: Contractor shall ensure compliance with "Required Signs and Forms," attached hereto as Exhibit E pages 3 – 5 and incorporated by reference herein.
4. Facilities: Contractor shall maintain at least the following Medi-Cal Site Certified and appropriate facility(ies) for the provision of Outpatient SMHS for children and youth that meet(s) the minimum requirements for Medi-Cal eligibility. Any subsequent facilities



added or change to the locations listed below, must be approved by the County, in advance and in writing, prior to any relocation, closure, or other change in physical location.

Facility Addresses	Sierra Child and Family Services, Inc. 4250 Fowler Lane, Suite 204 Diamond Springs, CA 95619	Sierra Child and Family Services, Inc. 2580 Lake Tahoe Blvd. South Lake Tahoe, CA 06150
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5. Changes to Site Certified Facilities: Contractor shall provide County with notification of any changes to Medi-Cal Site Certified facilities which may impact site certification including but not limited to structural changes, relocation, expansion or the identification of staff as ineligible Person(s) in accordance with the section titled “Notice to Parties” herein, within one (1) business day of changes.
6. Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).

**L. Cost Report**

1. The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice. The Cost Settlement terms and other related clauses of this Agreement shall survive the term of the Agreement. If Cost Reporting, Cost Settlement and Audits are performed after the termination date of the Agreement. Contractor shall reimburse County for the portion of the funding in this Agreement that is not reimbursed by state and/or federal governments.
2. Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein. Contractor shall return the completed Cost Report to County within 30 days from issuance of Cost Report materials including but not limited to instructions, templates and units of service reports by County, unless a written request for an extension is approved by the Mental Health Director. County shall review Contractor’s Cost Report and communicate with Contractor in order to verify units from the provided Avatar report and confirm that the various updates are included in the Cost Report. Contractor shall work with County responsively and cooperatively to finalize the Cost Report.
3. It is agreed between County and Contractor that the provisional rates stated in this Agreement are intended to approximate the Contractor’s actual costs. Should the actual rate as determined in the Cost Report for the Fiscal Period be less than the provisional rate, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31 following the Fiscal Period. Based upon written approval by the HHSA Director, this reimbursement may be made via monthly installment payments for up to six (6) months. Costs will be settled to the lesser of actual and allowable costs, published charges and contracted rates and not exceeding the maximum amount of this Agreement.
4. If Contractor fails to submit an accurate and complete Cost Report by such due date, County shall not make any further payments to Contractor under subsequent Agreement,

or at the County's option, other current or subsequent Agreements with County, until Contractor submits an accurate and complete Cost Report.

5. Cost Settlement:

- a. Contractor will reimburse County, as indicated in the County/State Final Cost Settlement. Reimbursement shall be processed 30 days after the state issues its report, or accomplished by a credit on funds due to Contractor on a subsequent agreement. County shall notify Contractor of the issuance of state's report. The County may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the County from prior expired contracts between the parties.
- b. In the Final Cost Settlement process the unit rate established in the preliminary cost settlement shall be the basis for reimbursement to County, unless the state authorizes a change to the total units.

**M. Audits**

1. County shall, at its sole discretion, perform annual, or more frequent, on-site and/or off-site audit of services provided under this Agreement. The County may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. Identification of any exceptions or findings with regard to compliance with the terms and conditions of this Agreement shall be brought to the attention of the Contractor. Upon notification of an exception or finding, the Contractor shall submit a written CAP, including a proposed timeline for correction of said finding or exception, within thirty (30) days. The County will review and approve or revise the proposed CAP, and, if necessary, provide technical assistance to bring the vendor into compliance.
2. Continued non-compliance beyond the targeted dates in the CAP may lead to termination of this Agreement in accordance with the Article titled, "Default, Termination, and Cancellation." Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.
  - a. The fact that the County inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice does not constitute acceptance of such practices or a waiver of the County enforcement rights under this Agreement.
3. The Contractor shall maintain and make available to auditors at all levels, county, state, and federal, if applicable, accounting and program records including supporting source documentation, and cooperate with all auditors.
4. The Contractor, or auditors performing monitoring or audits of the Contractor, or its subcontracting service providers shall immediately report to the County any incidents of fraud, abuse, or other criminal activity in relation to this Agreement.
5. All services provided pursuant to this Agreement, shall be in accordance with the terms and conditions of Agreements between the County of El Dorado and the California Department of Health Care Services, currently #456-F1311 (hereinafter referred to as the MHP Agreement) and #024-M1610 (hereinafter referred to as the Performance Agreement), or as may be replaced or amended hereinafter. Certain sections of the MHP Agreement and Performance Agreement are attached for convenience hereto as Exhibit F,

and incorporated by reference herein. However, Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.

6. Contractor shall ensure compliance with the terms and conditions of this Agreement, including but not limited to the following: All references to County Agreements with DHCS and governing legislation shall be as currently exists or as may be amended during the term of this Agreement. Replaced, amended, or new DHCS/County Agreements and governing legislation will not necessitate an amendment to this Agreement. Noncompliance with the terms and conditions in the MHP Agreement, Performance Agreement, and cited governing legislation may result in termination of this Agreement by County giving written notice as detailed in the Article titled, "Default, Termination, and Cancellation."
7. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular): In the event Contractor is a non-profit organization, Contractor shall comply with the requirements under OMB Super Circular and shall make available for audit all books and records pertaining to said requirements.
8. Enforcement of Child Support Obligations: Contractor agrees to furnish to Contract Administrator within thirty (30) calendar days of the award of this Agreement:
  - a. In the case of an individual Contractor, his/her name, date of birth, social security number and address of residence.
  - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
  - c. A certification that Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees.
  - d. A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply. Contractor is responsible to be knowledgeable of all current federal and state Regulations regarding Child Support Enforcement. Failure of Contractor to timely submit the data and/or certifications required by the section titled "Enforcement of Child Support Obligations," or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of this Agreement.
  - e. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto for the period November 1, 2015 through June 30, 2018, with the option to extend one (1) year, by mutual written consent, unless terminated earlier pursuant to the termination provisions contained herein.

**ARTICLE III**

**Budget Requirements:**

**A. Maximum Total Payment to Contractor**

1. The maximum obligation for services provided during the term of this Agreement shall not exceed \$3,846,793.
2. This Agreement is subject to cost settlement as described in section "Cost Report" herein.
3. Contractor shall be reimbursed for services provided in accordance with this Agreement in the amounts not to exceed the maximum payment amounts per fiscal year for each program set forth herein.

<b>Program</b>	<b>Maximum Payment Obligations</b>		
	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>
Traditional SMHS	\$341,394	\$512,091	\$512,091
Full Service Partnership	\$223,611	\$335,417	\$335,417
Enhanced Foster Care Services	\$396,693	\$595,040	\$595,040
<b>Total</b>	<b>\$961,698</b>	<b>\$1,442,547</b>	<b>\$1,442,547</b>

4. Services shall be reimbursed at the following rates:

Type of Service	Unit	Rate
Medication Support	Minute	\$ 4.82
All Other MH Services (Case Management, MH Services, Crisis Intervention)	Minute	\$ 2.15

5. If Contractor exhausts the Maximum Reimbursable Amount prior to June 30th of any applicable fiscal year, Contractor shall not receive any further compensation for that fiscal year. Contractor shall continue to operate under all other the terms and conditions set forth in this Agreement.
6. Provisional Billing Rates shall serve as the basis for the payment to Contractor for the purposes of monthly cash flow and are subject to cost settlement to the lesser of actual and allowable costs or published charges of DHCS approved Mental Health Services.
7. Mode 60 SFC 70-78 expenditures shall be used exclusively for the purposes of providing client supports in accordance with this Agreement. Contractor shall not use Mode 60 SFCs 70-78 for any other purpose. Mode 60 SFC 70-78 funds shall not be included in cost settlement, nor shall they be used to cover Program Services Expenses or Allocated Costs without prior written authorization from County.

## **B. Compensation For Services**

1. Contractor shall produce a detailed monthly invoice in an amount not to exceed actual expenditures, based upon Provisional Unit Rates, incurred during the reporting period. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's 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 Contractor provides services in accordance with the Article titled, "Scope of Services."
2. For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
3. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and on any enclosures or backup documentation.
4. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices based upon Provisional Unit Rates, for services provided during the reporting period. Invoices shall be mailed to County at the following address:

County of El Dorado  
Health and Human Services  
Mental Health Division  
3057 Briw Road, Suite A  
Placerville, California 95667

or to such other location as County directs.
5. Payment will be in an amount equal to the Provisional Unit Rates multiplied by the number of validated and authorized units provided. At the sole discretion of County, Contractor will not be reimbursed for those units of service that were provided without County authorization, provided to ineligible clients, or that were otherwise non-reimbursed units.
6. Contractor will not be reimbursed for those units of service that were provided without County authorization, ineligible clients, ineligible services, or that were otherwise non-reimbursed units.
7. In the event that Contractor fails to deliver the documents or other deliverables required by the individual service authorizations issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination and Cancellation."
8. Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration or termination of this Agreement.
9. County shall serve as the fiscal intermediary for Medi-Cal claiming and reimbursement for services, and shall act on Contractor's behalf with regard to Medi-Cal claiming.
10. Contractor shall not be reimbursed for any cost that exceeds the Maximum Payment Amount in each fiscal year.

11. Provisional Unit Rates shall be a mathematical computation considering the Maximum Payment Amount and the total target volume of units of service as determined by MHD. (See table with Provisional Unit Rates, above.)
12. Invoice amount shall not exceed 1/12<sup>th</sup> of the Fiscal Year Program Maximum Obligation, without pre-authorization, prior to the start of services, in writing by MHD. For any period of funding less than one year, the monthly billing amount shall be prorated accordingly (i.e. funding allocated over an eight month period will be prorated based the Fiscal Year Program Maximum Obligation). Costs exceeding the 1/12 of the Fiscal Year Program Maximum Obligation, or appropriate prorated amount, not preauthorized by MHD shall not be reimbursed at any time or through any other payment process including cost settlement.

Prorated Monthly Invoice Amount Based on FY

Program	FY 15/16	FY 16/17	FY 17/18
Traditional SMHS	\$42,674.24	\$42,674.24	\$42,674.24
Full Service Partnership	\$27,951.39	\$27,951.39	\$27,951.39
Enhanced Foster Care Services	\$49,586.67	\$49,586.67	\$49,586.67

Notwithstanding any other provision of this Agreement, Contractor shall be liable for:

- a. The accuracy and validity of all data and information on all claims for Medi-Cal services which Contractor provides to County, and;
  - b. Ensuring that all Medi-Cal services are performed appropriately within any applicable guidelines, including but not limited to, administration, utilization review, documentation, and staffing.
13. Contractor shall comply with the requirements imposed by statutes, regulations, and rules governing reimbursement by Medi-Cal.
  14. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that County will be making payments on said billings in advance of said review and approval by the state, and in advance of the reimbursement by the State to County for sums expended there under. In the event any claim, or part thereof, is disapproved by the State, Contractor may take action to correct the billing for resubmittal. In the event that County is not reimbursed by the state for any amount it has paid to Contractor hereunder, Contractor shall reimburse County in the amount of such overpayment.
    - a. Contractor shall not be reimbursed for cost associated with any non-reimbursable claim.
    - b. County and Contractor will collaborate on claims corrections to continuously correct data as needed.
    - c. County may modify the claiming systems at any time in order to comply with changes in, or interpretations of state or federal laws, rules, regulations, manuals, guidelines, or directives. When possible, County shall notify Contractor in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of that modification.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**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 VI**

**Contractor 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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VII**

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

#### **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the

provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

#### **ARTICLE X**

**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 XI**

##### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the



party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

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

Notices to Contractor shall be addressed as follows:

SIERRA CHILD AND FAMILY SERVICES, INC.  
PO Box 1987  
Diamond Springs, CA 95619  
ATTN: Barry Harwell, Executive Director

or to such other location as the Contractor directs.

### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement 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 XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XV**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability (CGL) Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. Professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management and with an AM Best Rating of A or higher. All Self Insured Retentions (SIR's) or total self-insurance must be acceptable to and approved by Risk Management
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and; 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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured. Proof of the Additional Insured status shall be made by providing Risk Management with an endorsement to the policy.
  - 2. The Contractor's insurance coverage shall be primary and non-contributory as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

#### **ARTICLE XVI**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of

Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors 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 Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XXIII**

**County Business License:** 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 Code Section 5.08.070.

## **ARTICLE XXIV**

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

## **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Manager of Mental Health Programs, or successor.

## **ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**Venue:** 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.

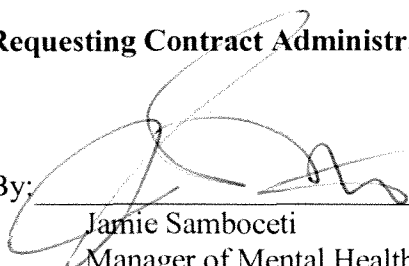
**ARTICLE XXIX**

**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 XXX**


**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:   
\_\_\_\_\_  
Jamie Samboceti  
Manager of Mental Health Programs  
Health and Human Services Agency

Dated: 9/15/15

**Requesting Department Head Concurrence:**

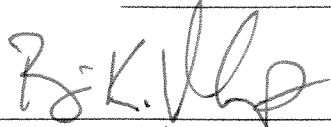
By:   
\_\_\_\_\_  
Don Ashton  
Director  
Health and Human Services Agency

Dated: 9/15/2015

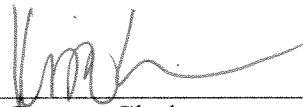
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/13/15

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

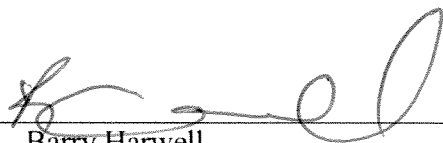
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk


Dated: 10/13/15

-- CONTRACTOR --

SIERRA CHILD AND FAMILY SERVICES, INC  
A CALIFORNIA CORPORATION

By:   
Barry Harwell  
Executive Director  
"Contractor"

Dated: 9/18/15

By:   
Corporate Secretary  
  
lkw

Dated: 9/18/15



# OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES PROTOCOLS

## Health and Human Services Agency

### Mental Health Division

Updates will be distributed as needed with the effective date of the update notated in the footer.

#### NEW REQUESTS FOR SERVICES

All new requests for Specialty Mental Health services are to be referred to El Dorado County Mental Health Division (MHD). For non-CPS clients, the parent or legal guardian is to phone and request mental health services:

**Western Slope Region (530) 621-6324    South Lake Tahoe Region (530) 573-7970**

Medi-Cal eligibility will be confirmed by the County, and a triage assessment will be conducted by a County mental health clinician.

The purpose of the triage assessment is to establish medical necessity (eligibility) for Specialty Mental Health Services and to establish the foundation upon which a Treatment Plan can be built. Note: for families in which the parent/guardian is requesting services for multiple siblings, the County clinician will determine which minor(s) meets medical necessity, and open a treatment episode to that minor(s). It is expected that the provider address broader family dysfunction with family therapy interventions.

If medical necessity is established, a referral packet will be faxed to a contracted provider identified by the MHP. The referral packet will contain the following documentation:

1. Admission and CSI Data Sheet
2. Assessment
3. Diagnosis Sheet
4. CALOCUS
5. Authorization of 180 minutes of Plan Development (391)

In response to receipt of the referral packet the provider is to follow timeliness requirements specified in the Agreement for Services.

Documentation in the chart is to record all attempts at outreach to the family, and the outcome of each attempt.

No services, even Plan Development, can be billed until the client and appropriately licensed provider staff have signed a "consent for treatment". 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"]

#### **Treatment Plan**

At first contact, the clinician is to begin treatment planning with the family. Up to 180 minutes (3 hours) has been pre-authorized by the County. During this time, the clinician is also to complete a CANS. If the Treatment Plan and CANS are completed and signed by the parent/guardian in less than the 180 minutes, the actual number of minutes utilized shall be claimed. If the Treatment Plan and CANS are completed and signed by the parent/guardian in more than 180 minutes, only a maximum of 180 minutes can be claimed.

The Treatment Plan shall address the mental health needs of the beneficiary as identified in the current assessment; identify the goals and objectives; identify the interventions to achieve stated goals and objectives; be based upon the beneficiary's response to the interventions; and be updated when there are significant changes in the beneficiary's condition.

- Goals must be specific, observable, and/or specifically quantifiable, related to the Client's mental health needs, and related to the Client's functional impairments as a result of the mental health diagnosis.
- Interventions must propose the type(s) of intervention/modality; provide a description of the intervention, propose the frequency and duration of interventions; be focused on and address the identified functional impairments related to the mental health condition; and be consistent with the Treatment Plan goals and objectives. Interventions must be designed to reduce mental disability; restore, improve or maintain functioning; be consistent with the goals of learning, development, independent living and enhanced self-sufficiency; and must meet medical necessity.
- There shall be documentation in the Treatment Plan that a copy of the Treatment Plan was offered to the Client.
- There shall be documentation of the Client's participation in the development of and agreement with the Treatment Plan as a progress note within the Client's medical record.
- The Treatment Plan shall be signed by the parent/guardian, or Client over 18-21 years of age, and Contractor, and submitted to MHD within thirty (30) days of the Initial Authorization. Treatment Plans must be signed by the appropriately licensed, registered or waived staff who have the authority to do so within their scope of practice.

Fax a copy of the signed Treatment Plan and CANS to the MHD using the attached fax cover sheet.

County Mental Health will review the Treatment Plan and CANS, then authorize the appropriate array of Specialty Mental Health Services. The provider is responsible for tracking the minutes of services provided against the Target Unit Volumes identified in the Agreement for Services and verifying the total minutes of services provided when multiplied by the Provisional Unit Rate do not exceed the Maximum Payment Amount. The MHD has developed the Target Unit Volumes utilizing the recommended number of service minutes based upon the Treatment Plan and CALOCUS score as follows:

**Traditional Specialty Mental Health Services Recommended Service Minutes**

CALOCUS Level	Score	Description	Minutes per 6 months
1	10 – 13	Recovery Maintenance & Health Management	300
2	14 – 16	Outpatient Services	900
3	17 – 19	Intensive Outpatient Services	1,800
4	20 – 22	Intensive Outpatient Services	1,800
5	23 – 27	Intensive Outpatient Services	1,800

**Youth and Family Full Service Partnership and Enhanced Foster Care Services Recommended Service Minutes**

CALOCUS Level	Score	Description	Minutes per 6 months
4	20 – 22	Integrated Community-Based Services – Generally those enrolled in the Youth and Family Full Service Partnership program	3,600
5	23 – 27	Intensively Integrated Community-Based Services – Generally those enrolled in the Enhanced Foster Care Services	4,500

The full array of Specialty Mental Health Services includes:

301	Case Management (e.g., consultation with a teacher, or probation officer regarding how to improve minor's progress toward Treatment Plan goal)
311	Collateral (this code is to be billed when collaborating with the parent/guardian, the minor may or may not be present)
321	Family Therapy (this code is to be billed when the minor is present in the session). Pursuant to DHCS direction from 8/6/15, the billable time for this service is to be determined based upon the group therapy formula, which is: $(\# \text{ of minutes} \times \# \text{ of staff}) \div (\# \text{ of clients present}) = \# \text{ of minutes claimed}$ <ul style="list-style-type: none"> <li>the "# of clients" is the number of children with an open outpatient SMHS case being served during the Family Therapy via an authorization from the MHD (although a child in the family may have Medi-Cal, they cannot be considered a "client" unless they have an open SMHS case and the provider has a current authorization for services from the MHD).</li> </ul>
341	Individual Therapy
347	Rehabilitation Services
351	Group Therapy
361	Medication Support Services (this code is used by MD, DO, FNP, PA, PT, or LVN only)
391	Plan Development (this code is used toward the end of the 6-months of authorized services, to complete a re-assessment, CANS and Treatment Plan, if the clinician will be requesting re-authorization of additional services)

A full description of these service codes can be found in Attachment A.

If the Treatment Plan is out of compliance, it will be faxed back to the provider with documentation of needed changes. At the discretion of the MHD, authorization of Specialty Mental Health Services may be held until the Treatment Plan is corrected.

### **RE-AUTHORIZATION FOR CONTINUED SERVICES**

At least two weeks prior to the expiration of the six-months of authorized services, a chart can be presented to the County requesting re-authorization of continued services. In conjunction with the re-authorization process, the County will conduct an audit of the chart to confirm compliance with medical necessity, Treatment Planning, and progress note documentation. See Attachment B: "Authorization/Audit Protocol".

Prior to submitting the request for reauthorization to the MHD, a supervising clinician must confirm that the request for reauthorization is clinically indicated and that a copy of the completed and signed Treatment Plan is in the client's chart. The Provider must also confirm that the documentation complies with Medi-Cal documentation requirements.

If the six-months of authorized services have expired prior to the chart being submitted for re-authorization, all un-authorized services should be documented in the chart and **NOT** invoiced to the

County. Continuity of care mandates that clinically necessary services continue to be provided while the lapse in authorization is addressed by the provider.

The provider is responsible for tracking the minutes of services provided against the Target Unit Volumes identified in the Agreement for Services and verifying the total minutes of services provided when multiplied by the Provisional Unit Rate do not exceed the Maximum Payment Amount.

### **REQUEST TO MOVE CLIENT TO HIGHER/LOWER LEVEL OF SERVICE PROGRAM**

In the event that the provider believes a higher/lower level of service program is needed either within the six-month period or at the time of re-authorization, the provider is to complete a new CALOCUS sheet, CANS, and memo explaining why the change is needed, and fax these documents to the MHD using the attached fax cover sheet. The County makes the final determination to authorize a higher/lower level of service.

### **NOTIFICATION OF INABILITY TO CONTINUE TO PROVIDE SPECIALTY MENTAL HEALTH SERVICES**

The El Dorado County Children's System of Care is designed to retain clients in services with the same 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 service provider and are not required to transfer to another outpatient program as their needs fluctuate or change.

In the event a provider is no longer able to provide the Specialty Mental Health Services necessary to address a client's treatment goals, the provider shall immediately notify the MHD via fax with the following information:

1. Child/youth's name
2. Admit date
3. Total minutes of services provided to the child/youth since admit
4. Reason the provider is no longer able to provide the necessary Specialty Mental Health Services

The MHD will review the request and make the final determination to re-assign the child/youth to a different provider.

### **NOTIFICATION OF INABILITY TO CONTINUE TO PROVIDE MEDICATION SERVICES**

Providers are to provide all psychiatry and medication support services for their clients.

In the event a provider is no longer able to provide psychiatry and medication support services, the provider shall immediately notify the MHD via fax with the following information for each child impacted by this service change:

1. Child/youth's name
2. Admit date
3. Date when next psychiatric appointment is needed
4. Reason the provider is no longer able to provide psychiatry and medication support services

The MHD will review the notification and proceed per the terms of the Agreement for Service.

## **ADMINISTRATION OF THE CANS AND CALOCUS**

Providers are to conduct the CANS and CALOCUS for each client and provide the documentation to the MHD at the following intervals:

<b>Interval</b>	<b>CALOCUS</b>	<b>CANS</b>
Within the first 180 minutes authorized for Plan Development for new clients	Completed by the MHD prior to referral	Yes
Every 90 Days	No	Yes
Every 180 Days in conjunction with the request for re-authorization of services	Yes	Yes
Upon significant change in placement, services, or minor's overall functioning	Yes	Yes
At discharge of services	Yes	Yes

**ATTACHMENT “A”  
BILLABLE SERVICE CODE DEFINITIONS**

CODE	DEFINITION
301	<p><b>CASE MANAGEMENT</b> services are activities provided <u>for or on behalf of</u> a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for clients. These activities may include:</p> <ul style="list-style-type: none"> <li>• <b>Consultation:</b> <u>inter</u>-agency and <u>intra</u>-agency <b>consultation/collaboration</b> regarding the client’s care. This activity involves people in professional relationships with the client, e.g. CPS worker, probation officer, teacher, mental health staff, pediatrician.</li> <li>• <b>Linkage:</b> locating and securing for the client needed services and resources in the community. <b>Examples:</b> linking a client/family with medical or dental care, with education or vocational training, parenting classes, etc. Linkage does <u>not</u> mean providing transportation to an appointment.</li> <li>• <b>Access:</b> Activities related to assisting a client to access mental health services.</li> <li>• <b>Placement:</b> locating and securing appropriate living environment for the client (can include pre-placement visits, placement, and placement follow-up). Case management <b>placement</b> can also be billed while a client is in an acute psychiatric hospital, when the client is within 30-days of discharge, but only if the living environment at discharge from the hospital is in question or has yet to be determined.</li> <li>• <b>Assessment</b> (this is <u>different</u> from a clinical assessment). Examples of case management assessment (billed as 301) include <ul style="list-style-type: none"> <li>○ For FSP clients there may be a need to do a daily case management assessment of client’s ability to complete ADLs, take medication, function in the community</li> <li>○ a client/family has not been seen for some time, you phone to assess overall wellbeing, and what barriers there may be to ongoing participation in MH services.</li> </ul> </li> </ul>
311	<p><b>COLLATERAL</b> is a service activity involving a significant support person in a client’s life with the intent of improving or maintaining the mental health status of the client. The client may or may not be present for this service activity. A “support person” is someone in a non-professional relationship with the client, e.g. parent, extended family member.</p>
321	<p><b>FAMILY (therapy or rehab)</b> is a therapeutic or rehabilitative activity with a client and their family. “Family” is defined by the client, and includes biological, adopted, foster, and extended family members. “Family” may be understood in a non-traditional manner, e.g. residents at a Group Home.</p>
341	<p><b>INDIVIDUAL THERAPY:</b> A therapeutic intervention that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.</p>
347	<p><b>INDIVIDUAL REHABILITATION:</b> A service that engages the client in improving, maintaining, or restoring functional skills. These may include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system. Therapists and/or paraprofessional staff can provide rehab services.</p>

CODE	DEFINITION
351	<p><b><u>GROUP (therapy or rehab):</u></b>  <b><u>Group Therapy:</u></b> A therapeutic intervention delivered to a group of clients that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.  <b><u>Group Rehabilitation:</u></b> A service delivered to a group of clients which may include assistance in improving, maintaining, or restoring functional skills. These include daily living skills, social and leisure skills, interpersonal skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system.</p>
361	<p><b><u>MEDICATION SUPPORT SERVICES:</u></b> These service activities include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Activities may also include assessment/evaluation, med injections, collateral, and case management as these activities relate to Medication Support Services. These services can only be provided and billed for by medical doctors, family nurse practitioners, physician assistants, registered nurses, psychiatric technicians, or licensed vocational nurses.</p>
391	<p><b><u>PLAN DEVELOPMENT</u></b> is a service activity that consists of working with the client and others in their support system to develop the Treatment Plan and complete the CANS and CALOCUS.</p>

**These BILLABLE SERVICE DEFINITIONS will help to structure the progress note. Any activity not captured in one of these DEFINITIONS is, by definition, not BILLABLE.**

**Examples of progress notes that are to be documented in the medical record (chart), that are not BILLABLE:**

- clinician's efforts at outreach to the client and family
  - went to the classroom and client was absent from school that day;
  - left a voicemail message asking that the mother contact office about scheduling a family session;
  - spoke with the father and scheduled an appointment (scheduling an appointment is not a billable activity).
- chart review

## AUTHORIZATION AND AUDIT WORKSHEET

Agency: \_\_\_\_\_ Client Name: \_\_\_\_\_

Agency Clinician: \_\_\_\_\_

MHD Staff: \_\_\_\_\_ Today's Date: \_\_\_\_\_

### Medical Necessity

	Medical Necessity	Item in √ compliance	Comment or Correction Needed	Disallowed Dates of Service
1.	Documentation in the medical record establishes that the beneficiary has an included primary diagnosis contained in California Code of Regulations, (CCR), title 9, chapter 11, section 1830.205(b)(1)(A-R). <i>Review Re-Assessment Dx CCR, title 9, chapter 11, section 1830.205(b)(1)(A-R); CCR, title 9, chapter 11, section 1810.345(a); CCR, title 9, chapter 11, section 1840.112(b)(1)(4)</i>			
2.	Documentation in the medical record establishes that, as a result of the primary diagnosis, the beneficiary has, at least, one of the following impairments: a) A significant impairment in an important area of life functioning b) A probability of significant deterioration in an important area of life functioning c) A probability the child will not progress developmentally as individually appropriate d) For full-scope Medi-Cal beneficiaries under the age of 21 years, a condition as a result of the mental disorder that specialty mental health services can correct or ameliorate. <i>Look for impairment documented in Re-Assessment CCR, title 9, chapter 11, section 1830.205(b)(2)(A – C); CCR, title 9, chapter 11, section 1830.210(a)(3)</i>			
3.	Documentation in the medical record establishes that the focus of the proposed intervention is to address the impairment identified in #2 (see #2, a - d above) <i>Review prog notes, are they Tx Plan GOAL - directed?</i>			
4.	Documentation in the medical record establishes the expectation that the proposed intervention will do, at least, one of the following: a) Significantly diminish the impairment identified in #2 above b) Prevent significant deterioration in an important area of life functioning c) Allow the child to progress developmentally as individually appropriate d) For full-scope Medi-Cal beneficiaries under the age of 21 years, correct or ameliorate the condition. <i>Is this clear in the Tx Plan? CCR, title 9, chapter 11, section 1830.205(b)(3)(B); CCR, title 9, chapter 11, section 1810.345(c)</i>			



Treatment Plan		Item in √ compliance	Comment or Correction Needed	Disallowed Dates of Service
5.	Initial treatment plan was completed within 30-days of case being referred by MHD. <i>Check date of referral from MHD against dates of signatures on Tx Plan</i> CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, section 1840.112(b)(5); MHP Contract			
6.	The treatment plan was completed in a timely manner at the 6-month mark. CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, section 1840.112(b)(5); MHP Contract			
7.	Signature of parent or legal guardian is on the treatment plan. CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, section 1840.112(b)(5); MHP Contract			
8.	For beneficiaries receiving Therapeutic Behavioral Services (TBS), there is documentation of a plan for TBS. CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, section 1840.112(b)(5); MHP Contract, DMH Letter No. 99-03, Pages 6-7			

**Progress Notes** *review 10 progress notes at time of authorization*

[for formal audit only]		Item in √ compliance	Comment or Correction Needed	Disallowed Dates of Service
9.	No progress note was found for service claimed. CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, section 1840.112(b)(3); CCR, title 22, chapter 3, section 51458.1(a)(3); MHP Contract			
10.	The time claimed was greater than the time documented. CCR, title 9, chapter 11, section 1810.440(c); CCR, title 9, chapter 11, sections 1840.316 - 1840.322; CCR, title 22, chapter 3, section 51458.1(a)(3)(4)(5); CCR, title 22, chapter 3, section 51470(a); MHP Contract			
11.	The progress note indicates that the service was provided while the beneficiary resided in a setting where the beneficiary was ineligible for outpatient services. (e.g. jail or inpatient psychiatric hospital.) CCR, title 9, chapter 11, section 1840.312(g-h); CCR, title 9, chapter 11, sections 1840.360-1840.374; Code of Federal Regulations (CFR), title 42, part 435, sections 435.1008 – 435.1009; CFR, title 42, section 440.168; CCR, title 22, section 50273(a)(1-9); CCR, title 22, section 51458.1(a)(8); United States Code (USC), title 42, chapter 7, section 1396d			
12.	The progress note clearly indicates that the service was provided to a beneficiary in juvenile hall and when ineligible for Medi-Cal. (Dependent minor is Medi-Cal eligible. Delinquent minor is only Medi-Cal eligible after adjudication for release into community). CFR, title 42, sections 435.1008 – 435.1009; CCR, title 22, section 50273(a)(1-9)			
13.	The progress note indicates that the service provided was solely for one of the following:			

	<p>a) Academic educational service  b) Vocational service that has work or work training as its actual purpose  c) Recreation  d) Socialization that consists of generalized group activities that do not provide systematic individualized feedback to the specific targeted behaviors</p> <p><i>CCR, title 9, chapter 11, section 1840.312(a-d); CCR, title 9, chapter 11, section 1810.247; CCR, title 22, chapter 3, section 51458.1(a)(5)(7)</i></p>			
14.	<p>The claim for a group activity was not properly apportioned to all clients present.</p> <p><i>CCR, title 9, chapter 11, section 1840.314(c); CCR, title 9, chapter 11, section 1840.316(b)(2)</i></p>			
15.	<p>The progress note was not signed (or electronic equivalent) by the person(s) providing the service.</p> <p><i>MHP Contract</i></p>			
16.	<p>The progress note indicates the service provided was solely transportation.</p> <p><i>CCR, title 9, chapter 11, section 1810.355(a)(2), CCR, title 9, chapter 11, section 1840.312(f); CCR, title 9, chapter 11, section 1810.247; CCR, title 9, chapter 11, section 1840.110(a); DMH Letter No. 02-07</i></p>			
17.	<p>The progress note indicates the service provided was solely clerical.</p> <p><i>CCR, title 9, chapter 11, section 1840.312(f); CCR, title 9, chapter 11, section 1810.247; CCR, title 9, chapter 11, section 1840.110(a); CCR, title 9, chapter 11, section 1830.205(b)(3)</i></p>			

## FAX COVER SHEET

**To:** El Dorado County Health & Human Services Agency, Mental Health Division  
**QA/UR Unit**  
Fax #: (530) 303-1526  
Phone: (530) 621-6324

**From:** Organization: \_\_\_\_\_  
Staff Name: \_\_\_\_\_  
Staff Phone Number: \_\_\_\_\_

**# of pages** (including this cover sheet): \_\_\_\_\_

**Regarding:** [ ✓ all that apply]

- Request for authorization of services for new client. The Treatment Plan and CANS are attached.
- Request for re-authorization of services for client. The Treatment Plan, CALOCUS, and CANS are attached.
- Request to move client to a higher/lower level of service program. The CALOCUS, CANS and Memo are attached.
- Notification of inability to continue to provide services. The child/youth's name, admit date, total minutes of service provided since admit, and reason for notification are attached.
- Notification of inability to continue to provide medication services. The child/youth's name, admit date, date the next psychiatric appointment is needed, and reason for notification are attached.
- 90-Day CANS
- Discharge Summary/Report, including the CALOCUS and CANS.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*PLEASE NOTE\***

This transmission contains confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, any disclosure, distribution, copying or unauthorized use of this confidential information is prohibited, and may subject you to criminal and/or civil penalties. If you received this transmission in error, please immediately notify the sender by telephone, and destroy all transmitted documents.

Thank You

**CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS-MH)**

*Use with manual dated 1/5/08*

<b>PROBLEM PRESENTATION</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
1. Psychosis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
2. Attention Deficit/Impulse	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
3. Depression/Anxiety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
4. Oppositional Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> ID#
5. Antisocial Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
6. Substance Abuse	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
7. Adjustment to Trauma	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Date of Assessment
8. Attachment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
<b>RISK BEHAVIORS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
9. Danger to Self	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Race/Ethnicity
10. Danger to Others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
11. Other Self Harm	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
12. Elopement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
13. Sexually Abusive Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
14. Social Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Age
15. Crime/Delinquency	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
<b>FUNCTIONING</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
16. Intellectual/Developmental	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Gender
17. Physical/Medical	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
18. Sleep	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
19. Family	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
20. School Achievement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
21. School Behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
22. School Attendance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
23. Sexual Development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Name of Service
<b>CHILD SAFETY</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
24. Abuse	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<hr/> Psychiatric Diagnosis
25. Neglect	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
26. Exploitation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
27. Permanency	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
<b>CAREGIVER NEEDS &amp; STRENGTHS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
28. Physical/Behavioral Health	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<hr/> Address/Zip Code
29. Supervision	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<hr/> Caseworker Name
30. Involvement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
31. Knowledge	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
32. Organization	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
33. Resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
34. Residential Stability	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<hr/> Caregiver Relation
35. Safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>STRENGTHS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>U</b>	<b>NA</b>	
36. Family	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
37. Interpersonal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
38. Relationship Permanence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
39. Educational	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
40. Vocational	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
41. Well-being	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
42. Optimism	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
43. Spiritual/Religious	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
44. Talents/Interests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
45. Inclusion	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
46. Resiliency	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
47. Resourcefulness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		

Domain	Performance Indicator	Frequency of Collection	Standard
<b>Outcomes</b>			
	Reduction in days incarcerated	Monthly	
	Reduction in days psychiatrically hospitalized	Monthly	
	Reduction of school absenteeism	Monthly	
	Number of individuals stepping into a lower level of care by program	Monthly	
	Number of individuals graduating to community resources	Monthly	
<b>Utilization</b>			
	Number served by program	Monthly	
	Case load by provider	Monthly	
	Medi-Cal Billing percent	Monthly	Above 65%
	Number of days mental health services appointments were offered within initial request for appointment	Monthly	Within 5 days to first contact; within 14 days to first appointment
	Average length of participation/stay by program	Quarterly	
<b>Applicability</b>			
	CALOCUS	Every 6 months	
	CANS	Quarterly	
	Number of visits by client and minutes by client	Monthly	
<b>Satisfaction</b>			
	Consumer Perception Survey Results	2X per year (May/November)	

COUNTY: \_\_\_\_\_ DATE: \_\_\_\_\_

PROVIDER NUMBER: PROVIDER NAME: ADDRESS: CITY:		NPI#  ZIP:	DAYS/HOURS OF OPERATION:
TYPE OF REVIEW ( <i>Please specify</i> ):	<input type="checkbox"/> CERTIFICATION	<input type="checkbox"/> RE-CERTIFICATION	
DEPARTMENT OF HEALTH CARE SERVICES (DHCS) REPRESENTATIVE:		COUNTY MENTAL HEALTH PLAN (MHP) / PROVIDER REPRESENTATIVE (S):	
SERVICES PROVIDED			
<input type="checkbox"/> 05/20 Non-Hospital PHF H2013	<input type="checkbox"/> 10/81 Day Tx Int: 1/2 Day H2012	<input type="checkbox"/> 15/01 Case Mgmt/Brokerage T1017	
<input type="checkbox"/> 05/40 Crisis Residential H0018	<input type="checkbox"/> 10/85 Day Tx Int: Full Day H2012	<input type="checkbox"/> 15/30 Mental Health Svcs H2015	
<input type="checkbox"/> 05/65 Adult Residential H0019	<input type="checkbox"/> 10/91 Day Tx Rehab: 1/2 Day H2012	<input type="checkbox"/> 15/58 Therapeutic Behavioral Svcs H2019	
<input type="checkbox"/> 10/20 CSU: Emer Rm S9484	<input type="checkbox"/> 10/95 Day Tx Rehab: Full Day H2012	<input type="checkbox"/> 15/60 Medication Support H2010	
<input type="checkbox"/> 10/25 CSU: Urgent Care S9484		<input type="checkbox"/> 15/70 Crisis Intervention H2011	
<p><b>NOTE:</b> List the names, addresses, phone numbers, and hours of operation of school and satellite sites and indicate which sites store medications or provide day treatment. <b>Satellite</b> is defined as a site that is owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries <u>less than</u> 20 hours per week, or, if located at a multiagency site, at which specialty mental health services are delivered by no more than two employees or contractors of the provider." <u>Source:</u> Please refer to Contract Number M_200607, Exhibit E, Pages 60-61.</p> <p><b>Note:</b> Staff should question a satellite site that does NOT have a NPI #. If the site does not have a NPI #, the site should be closed or get a #.</p>			

LOCKOUTS	Criteria Met	
<p><u>CCR, Title 9, Section 1840.360. Lockouts for Day Rehabilitation and Day Treatment Intensive</u></p> <p><i>Day Rehabilitation and Day Treatment Intensive are not reimbursable under the following circumstances:</i></p> <p>(a) <i>When Crisis Residential Treatment Services, Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services or Psychiatric Nursing Facility Services are reimbursed, except for the day of admission to those services.</i></p> <p>(b) <i>Mental Health Services are not reimbursable when provided by Day Rehabilitation or Day Treatment Intensive staff during the same time period that Day Rehabilitation or Day Treatment Intensive is provided.</i></p> <p>(c) <i>Two full-day or one full-day and one half-day or two half-day programs may not be provided to the same beneficiary on the same day.</i></p> <p><u>CCR, Title 9, Section 1840.366. Lockouts for Crisis Intervention</u></p> <p>(a) <i>Crisis Intervention is not reimbursable on days when Crisis Residential Treatment Services, Psychiatric Health Facility Services, Psychiatric Nursing Facility Services, or Psychiatric Inpatient Hospital Services are reimbursed, except for the day of admission to those services.</i></p> <p>(b) <i>The maximum amount claimable for Crisis Intervention in a 24-hour period is 8 hours.</i></p>		<p><u>CCR, Title 9, Section 1840.368. Lockouts for Crisis Stabilization</u></p> <p>(a) <i>Crisis Stabilization is not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission to those services.</i></p> <p>(b) <i>Crisis Stabilization is a package program and NO OTHER specialty mental health services are reimbursable during the same time period this service is reimbursed, except for Targeted Case Management.</i></p> <p>(c) <i>The maximum number of hours claimable for Crisis Stabilization in a 24-hour period is 20 hours.</i></p> <p><u>CCR, Title 9, Section 1840.372 Lockouts for Medication Support Services - The maximum amount claimable for Medication Support Services in a 24-hour period is 4 hours.</u></p> <p><u>CCR, Title 9, Section 1840.374. Lockouts for Targeted Case Management Services</u></p> <p>(a) <i>Targeted Case Management Services are not reimbursable on days when the following services are reimbursed, except for day of admission or for placement services as provided in Subsection (b): (1) Psychiatric Inpatient Hospital Services; (2) Psychiatric Health Facility Services; (3) Psychiatric Nursing Facility Services.</i></p> <p>(b) <i>Targeted Case Management Services, solely for the purpose of coordinating placement of the beneficiary on discharge from the hospital, psychiatric health facility or psychiatric nursing facility, may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility.</i></p>

CATEGORY 1: POSTED BROCHURES AND NOTICES	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
1) Regarding written information in English and the threshold languages to assist beneficiaries in accessing specialty mental health services, at a minimum, does the provider have the following information available:			Prior to provider onsite review, check threshold language(s) requirements for the provider.
<p>A) The beneficiary brochure per MHP procedures?  MHP Contract, Exhibit A, Attachment 1, § V  <u>CCR</u>, Title 9, § 1810.360 (b)(3),(d) and (e)  <u>CCR</u>, Title 9, § 1810.410 (e)(4)</p>			<p><u>CCR</u>, Title 9, Section 1810.360 (b) (3), (d) and (e)  (b)Prior to the date the MHP begins operation, the Department shall mail a notice to all beneficiaries in a county containing the following information:</p> <p>(3) The availability of a booklet and provider list that contain the information required by Title 42, Code of Federal Regulations, Section 438.10(f)(6) and (g).</p> <p>(d) The Department shall provide an annual written notice to all Medi-Cal beneficiaries informing them of their right to request and obtain a booklet and provider list from the MHP that contains the information required by Title 42, Code of Federal Regulations, Section 438.10 (f) (6) and (g).</p> <p>(e) The MHP of the beneficiary shall provide its beneficiaries with a booklet and provider list upon request and when a beneficiary first receives a specialty mental health service from the MHP or its contract providers. This responsibility applies to the beneficiary's receipt of any specialty mental health services, including but not limited to an assessment to determine whether medical necessity criteria pursuant to Section 1830.205 are met.</p> <p><u>CCR</u>, Title 9, Section 1810.410 (e) (4)  General Program literature used by the MHP to assist beneficiaries in accessing services including, but not limited to, the beneficiary brochure required by Section 1810.360(c) materials explaining the beneficiary problem resolution and fair hearing processes required by Section 1850.205(c)(1), and mental health education materials used by the MHP, in threshold languages, based on the threshold languages in the county as a whole.</p>



CATEGORY 1: POSTED BROCHURES AND NOTICES		Criteria Met	
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>B) The provider list per MHP procedures?  MHP Contract, Exhibit A, Attachment 1, § V  <u>CCR, Title 9, § 1810.360 (b)(3),(d) and (e)</u>  <u>CCR, Title 9, § 1810.410 (e) (4)</u></p>			<p><i>Please refer to the Title 9 regulations referenced in Category 1: Posted Brochures and Notices, #1 (A) above</i></p> <p>The provider list must be available onsite upon intake and upon request in English and in threshold languages (if applicable).</p>
<p>C) The posted notice explaining grievance, appeal, and fair hearings processes?  MHP Contract, Exhibit A, Attachment 1, § V  <u>CCR, Title 9, § 1850.205 (c)(1)(B)</u>  <u>CCR, Title 9, § 1810.410 (e)(4)</u></p>			<p><u>CCR, Title 9, Section 1850.205 (c) (1) (B)</u></p> <p><i>Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all MHP provider sites sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to Section 1850.210. For the purposes of this Section, an MHP provider site means any office or facility owned or operated by the MHP or a provider contracting with the MHP at which beneficiaries may obtain specialty mental health services.</i></p> <p><u>CCR, Title 9, Section 1810.410 (e) (4)</u></p> <p><i>General Program literature used by the MHP to assist beneficiaries in accessing services including, but not limited to, the beneficiary brochure required by Section 1810.360(c) materials explaining the beneficiary problem resolution and fair hearing processes required by Section 1850.205(c)(1), and mental health education materials used by the MHP, in threshold languages, based on the threshold languages in the county as a whole.</i></p>

CATEGORY 1: POSTED BROCHURES AND NOTICES	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>D) The grievance forms, appeal forms, and self-addressed envelopes?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § V</i></p> <p><u>CCR, Title 9, § 1850.205 (c)(1)(C)</u></p> <p><i>CCR, Title 9, § 1810.410 (e)(4)</i></p>			<p><u>CCR Title 9, Section 1850.205 (c)(1)(C)</u></p> <p><i>Making forms that may be used to file grievances, appeals, and expedited appeals, and self addressed envelopes available for beneficiaries to pick up at all MHP provider sites without having to make a verbal or written request to anyone.</i></p> <p><u>CCR, Title 9, Section 1810.410 (e) (4)</u></p> <p><i>General Program literature used by the MHP to assist beneficiaries in accessing services including, but not limited to, the beneficiary brochure required by Section 1810.360(c), materials explaining the beneficiary problem resolution and fair hearing processes required by Section 1850.205 (c) (1), and mental health education materials used by the MHP, in threshold languages, based on the threshold languages in the county as a whole.</i></p> <p><u>Note:</u> Check for grievance appeal forms in English and the threshold languages (if applicable). Also, check for envelopes addressed to the MHP office which receives grievances. These documents should be available to beneficiaries without the need to make a verbal or written request.</p>

CATEGORY 2: FIRE SAFETY INSPECTION			
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>1) Does the space owned, leased or operated by the provider and used for services or staff meet local fire codes?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 2</i> <i>CCR, Title 9, § 1810.435 (b)(2)</i></p>			<p>Does the provider have a valid fire clearance?</p> <ul style="list-style-type: none"> <li>The facility cannot be certified without a fire safety inspection that meets local fire codes.</li> <li>A new fire safety inspection may be required if the facility undergoes major renovation or other structural changes.</li> </ul> <p><i>CCR, Title 9, Section 1810.435 (b) (2)</i></p> <p><i>(b) In selecting individual or group providers with which to contract, the MHP shall require that each individual or group provider:</i></p> <p><i>(2) Maintain a safe facility.</i></p>
CATEGORY 3: PHYSICAL PLANT		Criteria Met	
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>1) Is the facility and its property clean, sanitary, and in good repair?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 3</i> <i>CCR, Title 9, § 1810.435 (b) (2)</i></p>			<p><i>Please refer to the Title 9 regulation referenced in Category 2: Fire Safety Inspection, #1 above</i></p> <p>Tour the facility:</p> <ul style="list-style-type: none"> <li>Observe the building and grounds for actual and potential hazards (e.g. as loose carpeting, electrical cords that might pose a hazard, remove cleaning supplies left out in the open, etc).</li> </ul>

CATEGORY 4: POLICIES AND PROCEDURES			
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>1) Does the provider have the following policies and procedures:</p> <p>A) Protected Health Information?</p> <p><i>MHP Contract, Exhibit D, Section F; Exhibit E, § E</i>  <i>CCR, Title 9, § 1810.310 (a) (10)</i>  <i>CCR, Title 9, § 1810.435 (b) (4)</i></p>			<p><u>CCR, Title 9, Section 1810.310 (a) (10)</u>  <i>(10) A description of policies and procedures that assure beneficiary confidentiality in compliance with state and federal laws and regulations governing the confidentiality of personal or medical information, including mental health information, relating to beneficiaries.</i></p> <p><u>CCR, Title 9, Section 1810.435 (b) (4)</u>  <i>(b) In selecting individual or group providers with which to contract, the MHP shall require that each individual or group provider:</i>  <i>(4) Maintain client records in a manner that meets state and federal standards.</i></p>

CATEGORY 4: POLICIES AND PROCEDURES (con't)			
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>B) Personnel policies and procedures?</p> <p><i>MHP Contract, Exhibit D, § K, Items 5 and 6</i>  <i>CCR, Title 9, § 1840.314</i></p>			<p>Look to see that MHPs hire people who are eligible to bill Federal Financial Participation (FFP), and that people providing specialty mental health services hold valid licenses, if applicable and are not on any excluded provider lists.</p> <p><u>NOTE:</u> The MHP does not employ or contract with providers excluded from participation in Federal health care programs under either CCR, title 42, section 1128 or section 1128A of the Social Security Act and CFR, title 42, section 438.214</p> <p><u>NOTE:</u> Verify the List of Excluded Individuals/Entities:  <a href="http://exclusions.oig.hhs.gov/search.aspx">http://exclusions.oig.hhs.gov/search.aspx</a></p> <p><a href="http://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a></p> <ul style="list-style-type: none"> <li>• <i>Social Security Act, Sections 1128 and 1128A</i></li> <li>• <i>CFR, Title 42, Sections 438.214 and 438.610</i></li> <li>• <i>DMH Letter No. 10-05</i></li> </ul>
<p>C) General operating procedures?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 5</i>  <i>CCR, Title 9, § 533</i></p>			<p>The provider has a current administrative manual, which includes: general operating procedures (e.g., hours of operation, disaster procedures, emergency evacuation procedures, etc).</p>

CATEGORY 4: POLICIES AND PROCEDURES (con't)			
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>D) Maintenance policy to ensure the safety and well being of beneficiaries and staff?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 4</i>  <i>CCR, Title 9, § 1810.435(b)(2)</i></p>			<p>Is the building county-owned or leased?</p> <ul style="list-style-type: none"> <li>Review the building maintenance policy or the maintenance agreement between the MHP and owner of the building.</li> </ul> <p><i>CCR, Title 9, Section 1810.435 (b) (2)</i>  <i>(b) In selecting individual or group providers with which to contract, the MHP shall require that each individual or group provider:</i>  <i>(2) Maintain a safe facility.</i></p>
<p>E) Service delivery policies?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 5</i>  <i>CCR, Title 9, §§ 1810.209-210 §§ 1810.212-213</i>  <i>§§ 1810.225, 1810.227 and 1810.249</i></p>			<p>Review the written policies and procedures of services provided at the site. Check for policies and procedures regarding hours of operation, assessments, length of services, discharge, discontinuation of services, and on referring beneficiaries to a psychiatrist when necessary or a physician.</p>
<p>F) Unusual occurrence reporting (UOR) procedures relating to health and safety issues?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 5</i></p> <p><i>CCR, Title 9, § 1810.435 (b)(2)</i></p>			<p><i>CCR, Title 9, Section 1810.435 (b) (2)</i></p> <p><i>(b) In selecting individual or group provider with which to contract, the MHP shall require that each individual or group provider:</i>  <i>(2) Maintain a safe facility.</i></p>
<p>G) Written procedures for referring individuals to a psychiatrist when necessary, or to a physician who is not a psychiatrist, if a psychiatrist is not available?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 8</i></p> <p><i>CCR, Title 9, § – No citation</i></p>			<p>The provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.</p>

CATEGORY 5: HEAD OF SERVICE			
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>1) Does the provider have as head of service a licensed mental health professional or other appropriate individual as described in <u>CCR, Title 9, § 622 through 630</u>?</p> <p><u>CCR, Title 9, § 680 (a)</u>  <u>CCR, Title 9, § 1810.435 (c)(3)</u>  <u>CCR, Title 9, §§ 622 through 630</u>  MHP Contract, Exhibit A, Attachment 1, Appendix D, §A, Item 9</p>			<p><i>MHP Contract, Exh. A, Attachment 1, Appendix D, § A, Item 9</i>  <i>The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.</i></p> <p><u>CCR, Title 9, Section 1810.435 (c) (3)</u>  <i>(c) In selecting organizational providers with which to contract, the MHP shall require that each provider:</i>  <i>(3) Have as head of service a licensed mental health professional or mental health rehabilitation specialist as described in Section 622 through 630.</i></p> <p><u>CCR, Title 9, Section 680 (a)</u>  <i>Outpatient services in Local Mental Health Services shall include:</i></p> <p><i>(a) Minimum Professional Staff. Outpatient services shall be under the direction of a person who qualifies under Section 623, 624, 625, 626, 627, 628, 629 or 630. In addition to the director, the minimum professional staff shall include a psychiatrist, psychologist, and social worker, except that under special circumstances the Department may authorize the operation of an outpatient service with less personnel.</i></p> <p><i>In addition, the staff may include qualified registered nurses and other professional disciplines.</i></p> <p><i>A psychiatrist must assume medical responsibility as defined in Section 522, and be present at least half-time during which the services are provided except that under special circumstance the Department may modify this requirement.</i></p>

CATEGORY 5: HEAD OF SERVICE			
EVALUATION CRITERIA	YES	NO	COMMENTS
<p><u>CCR, Title 9, Section 622 Requirements for Professional Personnel</u> Wherever in these regulations the employment of a particular professional person is required, the minimum qualifications for that person shall be as hereinafter specified in this Article. Required experience shall mean full time equivalent experience. It is intended that these minimum qualifications shall apply to the head or chief of a particular service or professional discipline but not necessarily to subordinate employees of the same profession.</p> <p><u>CCR, Title 9, Section 623 Psychiatrist</u> A psychiatrist who directs a service shall have a license as a physician and surgeon in this state and show evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association or the American Osteopathic Association.</p> <p><u>CCR, Title 9, Section 624 Psychologist</u> A psychologist who directs a service shall have obtained a California license as a psychologist granted by the State Board of Medical Quality Assurance or obtain such licensure within two years following commencement of employment, unless continuously employed in the same class in the same program or facility as of January 1, 1979; and shall have two years of post doctoral experience in a mental health setting.</p>			<p><u>CCR, Title 9, Section 625 Social Worker</u> A social worker who directs a service shall have a California license as a clinical social worker granted by the State Board of Behavioral Science Examiners or obtain such licensure within three years following the commencement of employment, unless continuously employed in the same class in the same program or facility as of January 1, 1979, or enrolled in an accredited doctoral program in social work, social welfare, or social science; and shall have two years of post master's experience in a mental health setting.</p> <p><u>CCR, Title 9, Section 626 Marriage, Family and Child Counselor</u> A marriage, family and child counselor who directs a service shall have obtained a California license as a marriage, family, and child counselor granted by the State Board of Behavioral Science Examiners and have received specific instructions, or its equivalent, as required for licensure on January 1, 1981, and shall have two years of post master's experience in a mental health setting. The term, specific instruction, contained in Sections 5751 and 5751.3 of the Welfare and Institutions Code, shall not be limited to school, college, or university classroom instruction, but may include equivalent demonstrated experience in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions.</p>



CATEGORY 5: HEAD OF SERVICE			
EVALUATION CRITERIA	YES	NO	COMMENTS
<p><u>CCR, Title 9, Section 627 Nurse</u>  <i>A nurse shall be licensed to practice as a registered nurse by the Board of Nursing Education and Nurse Registration in this State and possess a master's degree in psychiatric or public health nursing, and two years of nursing experience in a mental health setting. Additional post baccalaureate nursing experience in a mental health setting may be substituted on a year-for-year basis for the educational requirement.</i></p> <p><u>CCR, Title 9, Section 628 Licensed Vocational Nurse</u>  <i>A licensed vocational nurse shall have a license to practice vocational nursing by the Board of Vocational Nurse and Psychiatric Technician Examiners and possess six years of post license experience in a mental health setting. Up to four years of college or university education may be substituted for the required vocational nursing experience on a year-for-year basis.</i></p> <p><u>CCR, Title 9, Section 629 Psychiatric Technician</u>  <i>A psychiatric technician shall have a current license to practice as a psychiatric technician by the Board of Vocational Nurse and Psychiatric Technician Examiners and six years of post license experience in a mental health setting. Up to four years of college or university education may be substituted for the required psychiatric technician experience on a year-for-year basis.</i></p>			<p><u>CCR, Title 9, Section 630 Mental Health Rehabilitation Specialist</u>  <i>A mental health rehabilitation specialist shall be an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years experience in a mental health setting.</i></p>

CATEGORY 6: CRISIS STABILIZATION SERVICES	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>A. Is a physician on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a licensed physician?</p> <p><u>CCR, Title 9, § 1840.348(a)</u></p>			<p>Ask to see the coverage or "On Call" schedule</p> <p><u>CCR, Title 9, Section 1840.348(a)</u></p> <p><i>A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.</i></p> <ul style="list-style-type: none"> <li>• <i>Identify the physician</i></li> <li>• <i>Review the physician's work schedule to determine coverage</i></li> </ul>
<p>B. Does the provider have qualified staff available to meet the 4:1 (client: staff) ratio during times Crisis Stabilization services are provided?</p> <p><u>CCR, Title 9, § 1840.348(c)</u> <u>CCR, Title 9, § 1840.348(g)</u></p>			<p><u>CCR, Title 9, Section 1840.348 (c)</u></p> <p><i>(c) At a minimum there shall be a ratio of at least one licensed mental health or waived/registered professional on site for each four beneficiaries or other patients receiving Crisis Stabilization at any give time.</i></p> <p><u>CCR, Title 9, Section 1840.348 (g)</u></p> <p><i>Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.</i></p>

CATEGORY 6: CRISIS STABILIZATION SERVICES	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>C. Does the provider have at least one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are receiving Crisis Stabilization services?</p> <p><i>CCR, Title 9, § 1840.348(b)</i>  <i>CCR, Title 9, § 1840.348(g)</i></p>			<p>The Registered Nurse, Psychiatric Technician or Licensed Vocational Nurse who must be on site at all times beneficiaries are receiving Crisis Stabilization services <i>may be counted</i> as part of the 4:1 client/staff ratio in Item 6B above.</p> <p><i>CCR, Title 9, Section 1840.348 (b)</i></p> <p><i>There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are present</i></p> <p><i>CCR, Title 9, Section 1840.348 (g)</i></p> <p><i>Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.</i></p>
<p>D. Does the provider have medical backup services available either on site or by written contract or agreement with a hospital?</p> <p><i>CCR, Title 9, § 1840.338(b)</i></p>			<p><i>CCR, Title 9, Section 1840.338 (b)</i></p> <p><i>Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical back up means immediate access within reasonable proximity to health care for medical emergencies. Immediate access and reasonable proximity shall be defined by the Mental Health Plan. Medications must be available on an as needed basis and the staffing pattern must reflect this availability.</i></p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>E. Does the provider have medications available on an as needed basis and the staffing available to prescribe or administer it?</p> <p><u>CCR, Title 9, § 522</u> <u>CCR, Title 9, 1840.346</u></p>			<ul style="list-style-type: none"> <li>• Who can prescribe medications?</li> <li>• Who can administer medications?</li> <li>• Medication Support Services Staffing Requirements</li> </ul> <p><u>CCR, Title 9, Section 522 Medical Responsibility</u></p> <p><i>A physician meeting the qualifications of Section 620 (a) shall assume responsibility for all those acts of diagnosis, treatment, or prescribing or ordering of drugs which may only be performed by a licensed physician.</i></p> <p><u>CCR, Title 9, Section 1840.346</u></p> <p><i>Medication Support Services shall be provided within the scope of practice by any of the following:</i></p> <ul style="list-style-type: none"> <li>(a) Physician</li> <li>(b) Registered Nurse</li> <li>(c) Licensed Vocational Nurse</li> <li>(d) Psychiatric Technician</li> <li>(e) Pharmacist</li> <li>(f) Physician Assistant.</li> </ul> <p>NOTE: A Nurse Practitioner may also prescribe and administer medications.</p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>BUSINESS &amp; PROFESSIONS CODE (Read left side to right side)</p> <p>Section 2836.1. Neither this chapter nor any other provision of law shall be construed to prohibit a nurse practitioner from furnishing or ordering drugs or devices when all of the following apply:</p> <p>(a) The drugs or devices are furnished or ordered by a nurse practitioner in accordance with standardized procedures or protocols developed by the nurse practitioner and the supervising physician and surgeon when the drugs or devices furnished or ordered are consistent with the practitioner's educational preparation or for which clinical competency has been established and maintained.</p> <p>(b) The nurse practitioner is functioning pursuant to standardized procedure, as defined by Section 2725, or protocol. The standardized procedure or protocol shall be developed and approved by the supervising physician and surgeon, the nurse practitioner, and the facility administrator or the designee.</p> <p>(c) (1) The standardized procedure or protocol covering the furnishing of drugs or devices shall specify which nurse practitioners may furnish or order drugs or devices, which drugs or devices may be furnished or ordered, under what circumstances, the extent of physician and surgeon supervision, the method of periodic review of the nurse practitioner's competence, including peer review, and review of the provisions of the standardized procedure.</p> <p>(2) In addition to the requirements in paragraph (1), for Schedule II controlled substance protocols, the provision for furnishing Schedule II controlled substances shall address the diagnosis of the illness, injury, or condition for which the Schedule II controlled substance is to be furnished.</p>			<p>(d) The furnishing or ordering of drugs or devices by a nurse practitioner occurs under physician and surgeon supervision. Physician and surgeon supervision shall not be construed to require the physical presence of the physician, but does include (1) collaboration on the development of the standardized procedure, (2) approval of the standardized procedure, and (3) availability by telephonic contact at the time of patient examination by the nurse practitioner.</p> <p>(e) For purposes of this section, no physician and surgeon shall supervise more than four nurse practitioners at one time.</p> <p>(f) (1) Drugs or devices furnished or ordered by a nurse practitioner may include Schedule II through Schedule V controlled substances under the California Uniform Controlled Substances Act (Division 10 (commencing with Section 11000) of the Health and Safety Code) and shall be further limited to those drugs agreed upon by the nurse practitioner and physician and surgeon and specified in the standardized procedure.</p> <p>(2) When Schedule II or III controlled substances, as defined in Sections 11055 and 11056, respectively, of the Health and Safety Code, are furnished or ordered by a nurse practitioner, the controlled substances shall be furnished or ordered in accordance with a patient-specific protocol approved by the treating or supervising physician. A copy of the section of the nurse practitioner's standardized procedure relating to controlled substances shall be provided, upon request, to any licensed pharmacist who dispenses drugs or devices, when there is uncertainty about the nurse practitioner furnishing the order.</p> <p>(g) (1) The board has certified in accordance with Section 2836.3 that the nurse practitioner has satisfactorily completed (1) at least six month's physician and surgeon-supervised experience in the furnishing or ordering of drugs or devices and (2) a course in pharmacology covering the drugs or devices to be furnished or ordered under this section.</p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
			<p>(2) Nurse practitioners who are certified by the board and hold an active furnishing number, who are authorized through standardized procedures or protocols to furnish Schedule II controlled substances, and who are registered with the United States Drug Enforcement Administration, shall complete, as part of their continuing education requirements, a course including Schedule II controlled substances based on the standards developed by the board. The board shall establish the requirements for satisfactory completion of this subdivision.</p> <p>(h) Use of the term "furnishing" in this section, in health facilities defined in Section 1250 of the Health and Safety Code, shall include (1) the ordering of a drug or device in accordance with the standardized procedure and (2) transmitting an order of a supervising physician and surgeon.</p> <p>(i) "Drug order" or "order" for purposes of this section means an order for medication which is dispensed to or for an ultimate user, issued by a nurse practitioner as an individual practitioner, within the meaning of Section 1306.02 of Title 21 of the Code of Federal Regulations. Notwithstanding any other provision of law, (1) a drug order issued pursuant to this section shall be treated in the same manner as a prescription of the supervising physician; (2) all references to "prescription" in this code and the Health and Safety Code shall include drug orders issued by nurse practitioners; and (3) the signature of a nurse practitioner on a drug order issued in accordance with this section shall be deemed to be the signature of a prescriber for purposes of this code and the Health and Safety Code.</p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUILINE FOR REVIEWS
<p>BUSINESS &amp; PROFESSIONS CODE (Read left side to right side) Section 3502.1. (a) In addition to the services authorized in the regulations adopted by the board, and except as prohibited by Section 3502, while under the supervision of a licensed physician and surgeon or physicians and surgeons authorized by law to supervise a physician assistant, a physician assistant may administer or provide medication to a patient, or transmit orally, or in writing on a patient's record or in a drug order, an order to a person who may lawfully furnish the medication or medical device pursuant to subdivisions (c) and (d).</p> <p>(1) A supervising physician and surgeon who delegates authority to issue a drug order to a physician assistant may limit this authority by specifying the manner in which the physician assistant may issue delegated prescriptions.</p> <p>(2) Each supervising physician and surgeon who delegates the authority to issue a drug order to a physician assistant shall first prepare and adopt, or adopt, a written, practice specific, formulary and protocols that specify all criteria for the use of a particular drug or device, and any contraindications for the selection. Protocols for Schedule II controlled substances shall address the diagnosis of illness, injury, or condition for which the Schedule II controlled substance is being administered, provided, or issued. The drugs listed in the protocols shall constitute the formulary and shall include only drugs that are appropriate for use in the type of practice engaged in by the supervising physician and surgeon. When issuing a drug order, the physician assistant is acting on behalf of and as an agent for a supervising physician and surgeon.</p> <p>(b) "Drug order" for purposes of this section means an order for medication that is dispensed to or for a patient, issued and signed by a physician assistant acting as an individual practitioner within the meaning of Section 1306.02 of Title 21 of the Code of Federal Regulations. Notwithstanding any other provision of law, (1) a drug order issued pursuant to this section shall be treated in the same manner as a prescription or order of the supervising physician,</p>			<p>(2) all references to "prescription" in this code and the Health and Safety Code shall include drug orders issued by physician assistants pursuant to authority granted by their supervising physicians and surgeons, and (3) the signature of a physician assistant on a drug order shall be deemed to be the signature of a prescriber for purposes of this code and the Health and Safety Code.</p> <p>(c) A drug order for any patient cared for by the physician assistant that is issued by the physician assistant shall either be based on the protocols described in subdivision (a) or shall be approved by the supervising physician and surgeon before it is filled or carried out. (1) A physician assistant shall not administer or provide a drug or issue a drug order for a drug other than for a drug listed in the formulary without advance approval from a supervising physician and surgeon for the particular patient. At the direction and under the supervision of a physician and surgeon, a physician assistant may hand to a patient of the supervising physician and surgeon a properly labeled prescription drug prepackaged by a physician and surgeon, manufacturer as defined in the Pharmacy Law, or a pharmacist.</p> <p>(2) A physician assistant may not administer, provide, or issue a drug order to a patient for Schedule II through Schedule V controlled substances without advance approval by a supervising physician and surgeon for that particular patient unless the physician assistant has completed an education course that covers controlled substances and that meets standards, including pharmacological content, approved by the committee. The education course shall be provided either by an accredited continuing education provider or by an approved physician assistant training program. If the physician assistant will administer, provide, or issue a drug order for Schedule II controlled substances, the course shall contain a minimum of three hours exclusively on Schedule II controlled substances.</p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>(Read left side to right side)</p> <p>Completion of the requirements set forth in this paragraph shall be verified and documented in the manner established by the committee prior to the physician assistant's use of a registration number issued by the United States Drug Enforcement Administration to the physician assistant to administer, provide, or issue a drug order to a patient for a controlled substance without advance approval by a supervising physician and surgeon for that particular patient.</p> <p>(3) Any drug order issued by a physician assistant shall be subject to a reasonable quantitative limitation consistent with customary medical practice in the supervising physician and surgeon's practice.</p> <p>(d) A written drug order issued pursuant to subdivision (a), except a written drug order in a patient's medical record in a health facility or medical practice, shall contain the printed name, address, and phone number of the supervising physician and surgeon, the printed or stamped name and license number of the physician assistant, and the signature of the physician assistant. Further, a written drug order for a controlled substance, except a written drug order in a patient's medical record in a health facility or a medical practice, shall include the federal controlled substances registration number of the physician assistant and shall otherwise comply with the provisions of Section 11162.1 of the Health and Safety Code. Except as otherwise required for written drug orders for controlled substances under Section 11162.1 of the Health and Safety Code, the requirements of this subdivision may be met through stamping or otherwise imprinting on the supervising physician and surgeon's prescription blank to show the name, license number, and if applicable, the federal controlled substances number of the physician assistant, and shall be signed by the physician assistant. When using a drug order, the physician assistant is acting on behalf of and as the agent of a supervising physician and surgeon.</p>			<p>(e) The medical record of any patient cared for by a physician assistant for whom the physician assistant's Schedule II drug order has been issued or carried out shall be reviewed and countersigned and dated by a supervising physician and surgeon within seven days.</p> <p>(f) All physician assistants who are authorized by their supervising physicians to issue drug orders for controlled substances shall register with the United States Drug Enforcement Administration (DEA).</p> <p>(g) The committee shall consult with the Medical Board of California and report during its sunset review required by Division 1.2 (commencing with Section 473) the impacts of exempting Schedule III and Schedule IV drug orders from the requirement for a physician and surgeon to review and countersign the affected medical record of a patient.</p>



CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>F. Do all beneficiaries receiving Crisis Stabilization services receive a physical and mental health assessment? <i>CCR, Title 9, § 1840.338 (c)</i></p>			<ul style="list-style-type: none"> <li>✓ Review the MHP's P &amp; P for this area.</li> <li>✓ You may ask to review 1-2 charts to ensure that beneficiaries are receiving both a physical and a mental health assessment (NOTE: Have the provider tell you where these can be found in the chart)</li> </ul> <p><i>CCR, Title 9, Section 1840.338 (c)</i>  <i>All beneficiaries receiving Crisis Stabilization shall receive an assessment of their physical and mental health. This may be accomplished using protocol approved by a physician. If outside services are needed, a referral that corresponds with the beneficiary's need shall be made to the extent resources are available.</i></p>
<p>G. If a beneficiary is evaluated as needing service activities that can only be provided by a specific type of licensed professional, does the provider make such persons available? <i>CCR, Title 9, § 1840.348(d)</i></p>			<p>Review the MHP's P &amp; P for this area.  To the extent resources are available, when outside services are needed; a referral corresponding with the beneficiary's needs must be made.  <i>CCR, Title 9, Section 1840.348 (d)</i>  <i>If the beneficiary is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.</i></p>
<p>H. If Crisis Stabilization services are co-located with other specialty mental health services, does the provider use staff providing Crisis Stabilization that are separate and distinct from persons providing other services? <i>CCR, Title 9, § 1840.348(f)</i></p>			<p>Ask provider if the CSU is co-located with other Specialty Mental Health Services.  Review MHP's P &amp; P for staffing patterns and/or staffing schedule.  <i>CCR, Title 9, Section 1840.348 (f)</i>  <i>If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.</i></p>

CATEGORY 6: CRISIS STABILIZATION SERVICES CONTINUED	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>I. Are beneficiaries kept in the Crisis Stabilization Unit (CSU) longer than 23hours and 59 minutes?</p> <p><u>CCR, Title 9, § 1810.210</u>  <u>CCR, Title 9, § 1840.368(c)</u>  MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 7</p>			<ul style="list-style-type: none"> <li>✓ Generally there will be a board showing current clients and admission dates so you can tell if anyone has been there over 24 hours; or there may be an admission/discharge log that you can ask to see to get this information.</li> <li>✓ You may also review charts of beneficiaries receiving CSU services at the time of your visit. Determine from the face sheet, or similar document, the time at which the beneficiary began receiving services.</li> <li>✓ If any of the beneficiaries present has been receiving services for longer than 23 hours and 59 minutes, make a note of this fact together with the actual length of time that beneficiary has been on the CSU.</li> </ul> <p><u>CCR, Title 9, Section 1810.210 Crisis Stabilization</u>  <i>"Crisis Stabilization" means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.</i></p> <p><u>CCR, Title 9, Section 1840.368 (c) Lockouts for Crisis Stabilization</u>  <i>(c) The maximum number of hours claimable for Crisis Stabilization in a 24-hour period is 20 hours.</i></p>

The following are questions to ask for clarification and may also point to potential quality of care and patient safety issues for consideration in conducting the review.

SURVEY THE ENVIRONMENT AS YOU TAKE A TOUR FOR THE FOLLOWING

1. Is the CSU a 5150-designated facility?	
2. Does it accept both adults and children/adolescents?	
3. If the answer to #2 above is "Yes", are the adults physically segregated from the children and adolescents? If "no" what arrangements are put in place to guarantee the safety of all concerned?	
4. Do the police transport patients to the CSU?	
5. Are there any types of patients which the CSU will not accept from the police?	
6. Is there suitable furniture in the CSU on which the beneficiaries can sit or recline?	
7. Does the CSU have seclusion and restraint (S&R) capability? (Look at P&Ps regarding use of S&R)	
8. Are there S&R rooms clean and free from features which might pose a danger to a beneficiary confined in them (e.g., sharp edges, breakable glass, pointed corners)	
9. Are the beds in the S&R rooms securely bolted to the floor?	
10. Are there sheets or similar materials (e.g., blankets, bedspreads) present in the seclusion rooms? (The presence of sheets or blankets in a seclusion room where beneficiaries are NOT restrained poses a potential risk to patient safety if those sheets could be used by a beneficiary to hang him/herself. Look for fixtures to which sheets could be attached/tied off on)	

The following are questions to ask for clarification and may also point to potential quality of care and patient safety issues for consideration in conducting the review.

SURVEY THE ENVIRONMENT AS YOU TAKE A TOUR FOR THE FOLLOWING

11. How are patients monitored while in S&R? (i.e., Direct line-of-sight observation? Via television monitor?) How does the facility ensure that staff is actually monitoring the patients if this is done via television monitor?	
12. Are there "quiet rooms" which patients can use when they wish to have a reduced level of stimulation?	
13. Where does staff interview/assess patients? Where does staff provide crisis intervention to patients?	
14. What procedures are in place when a patient experiences a medical emergency? How is medical emergency defined? Are there procedures which describe how a distinction is made between an emergency requiring attention by the on-call physician and an emergency requiring a call to "911"? Who is authorized to make this determination?	
15. What procedures are in place to handle a psychiatric emergency which is beyond the scope/capability of the CSU or its staff? For example, what would be done with a patient who became seriously assaultive when all of the seclusion/restraint rooms were in use?	
16. What procedures are followed when a non-English speaking patient is admitted? Is an interpreter brought to the facility? If not, why not?	

The following are questions to ask for clarification and may also point to potential quality of care and patient safety issues for consideration in conducting the review.

**SURVEY THE ENVIRONMENT AS YOU TAKE A TOUR FOR THE FOLLOWING**

17. What procedures does the facility follow when determining when to bill for an hour of CSU services? What sorts of services "count" toward the minimum of 31 minutes required for a one-hour billing?	
18. What arrangements or options are available for family members who wish to visit patients?	
19. Which staff performs crisis intervention services?	
20. Which staff perform risk assessments (e.g., for DTO, DTS, GD)?	
21. During the tour of the CSU, did you observe staff sitting and talking with patients or was staff exclusively sitting in the nursing station?	
22. What dispositions are available if a patient is not appropriate for discharge home after 23 hours and 59 minutes?	
23. What dietary facilities are available for preparation/dispensing of patient meals and snacks?	

CATEGORY 7: MEDICATION SUPPORT SERVICES	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
1) Are there policies and procedures in place for dispensing, administering, and storing medications for each of the following and do practices match policies and procedures:			<a href="#">Some suggested guidelines listed below</a>
A) Are all medications obtained by prescription labeled in compliance with federal and state laws? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10a</i>			Ask how they ensure prescriptions are labeled in compliance with federal and state laws. Prescription labels may be altered only by persons legally authorized to do so.
B) Are medications intended for external-use-only stored separately? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10b</i>			Ask whether the provider has any medications intended for external-use-only If yes, ask them if they are stored separately from other medications and ask them to show you.
C) Are all medications stored at proper temperatures: <ul style="list-style-type: none"> <li>• Room temperature medications at 59° F – 86° F?</li> <li>• Refrigerated medications at 36° F – 46° F?</li> </ul> <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10c</i> <i>CCR, Title 9, § 1810.435(b) (3)</i>			Ask how they monitor to ensure medications are stored at proper temperatures Review temperature logs – Is it kept up to date? Check room thermometers and refrigerator thermometers to see that they are at the appropriate temperature.
D) Are medications stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10d</i> <i>CCR, Title 9, § 1810.435 (b) (3)</i>			Ask to see where medications are stored and how the area is secured/locked. Ask who has access to the medication room or ask to see a list of those who have access IM multi-dose vials must be dated and initialed when opened – If they have IM multi-dose vials, ask them to show you one that has been opened (if they have one) and see if it is dated & initialed

CATEGORY 7: MEDICATION SUPPORT SERVICES	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>E) Are medications disposed of after the expiration date?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10e</i></p> <p><u>CCR</u>, Title 22, § 73369</p>			<p>Look at medications in refrigerator/cabinet/or drawer. Are any expired? (Check expiration date – If you see any, make note of this for a POC). Ask how they monitor and check for expired medications. Ask how they dispose of expired medications.</p> <p><u>CCR</u>, Title 22, Section 73369 <i>Pharmaceutical Service – Disposal of Drugs</i></p> <p>(a) <i>Discontinued individual patient's drugs supplied by prescription or those which remain in the facility after discharge shall be destroyed by the facility in the following manner:</i></p> <ol style="list-style-type: none"> <li>1) <i>Drugs listed in Schedules II, III or IV of the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970 shall be destroyed by the facility in the presence of a pharmacist and a registered nurse employed by the facility. The name of the patient, the name and strength of the drug, the prescription number, the amount destroyed, the date of destruction, and the signatures of the witnesses required above shall be recorded in the patient's health record or in a separate log. Such log shall be retained for at least three years.</i></li> <li>2) <i>Drugs not listed under Schedules II, III or IV of the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970 shall be destroyed by the facility in the presence of a pharmacist or registered nurse. The name of the patient, the name and strength of the drug, the prescription number, if applicable, the amount destroyed, the date of destruction and the signatures of two witnesses shall be recorded in the patient's health record or in a separate log. Such log shall be retained for at least three years.</i></li> </ol>

CATEGORY 7: MEDICATION SUPPORT SERVICES	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>F) Is a medication log maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned medications in a manner consistent with state and federal laws? Is there a dispensing log used to record the date, name of the beneficiary, name of drug, amount of drug, Lot number, route of administration, and identifying information regarding the bottle, vial, etc from which the medication was obtained <u>for all medications which are dispensed from house supply?</u></p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, § A, Item 10f</i></p>			<p>Ask to see the medication / dispensing logs</p> <p>Ask provider staff to explain how they ensure expired, contaminated, deteriorated and abandoned medications are disposed of in a manner consistent with state/federal laws.</p>



CATEGORY 8 : DAY TREATMENT – INTENSIVE	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>1) Is evidence presented and/or does the written description of the Intensive Day Treatment program include the following components:</p> <p>A) Community meetings that:</p> <p>1) Occur at least once a day? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i></p>			<p><u><a href="#">CCR, Title 9, Section 1810.213 Day Treatment Intensive</a></u>  <i>“Day Treatment Intensive” means a structured, multi-disciplinary program of therapy which may be an alternative to hospitalization, avoid placement in a more restrictive setting, or maintain the individual in a community setting, which provides services to a distinct group of individuals. Services are available at least three hours and less than 24 hours each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.</i></p>
<p>2) Includes a staff whose scope of practice includes psychotherapy? <i>MHP Contract, Exhibit A, Attachment 1, § W,Item 2a</i></p>			
<p>3) Address relevant items including, but not limited to, what the schedule for the day will be, any current event, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up. <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i></p>			

CATEGORY 8 : DAY TREATMENT – INTENSIVE	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>B) Therapeutic milieu that:</p> <p>1) Meets minimum program hours <u>per</u> day requirement?  <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2b</i></p>			<p>Full-Day minimum is four plus hours per day, every program day.  Half Day minimum are three hours per day, every program day.</p> <p><i>CCR, Title 9, Section 1840.318 Claiming for Service Functions on Half Days or Full Days of Time</i></p> <p><i>(a) Day treatment intensive and day rehabilitation shall be billed as half days or full days of service</i></p> <p><i>(b) The following requirements apply for claiming of services based on half days or full days of time.</i></p> <p><i>(1) A half-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.</i></p> <p><i>(2) A full day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.</i></p> <p><i>(3) Although the beneficiary must receive face-to-face services on any full day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.</i></p>

CATEGORY 8 : DAY TREATMENT – INTENSIVE (con't)		Criteria Met		
FEDERAL AND STATE CRITERIA		YES	NO	GUIDELINE FOR REVIEWS
2) Is continuous? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2b</i>				Program must be continuous except for lunch and short breaks; but lunch and break time do not count in the program time.
3) Includes skill building groups, adjunctive therapies, and psychotherapy for average daily/weekly hour requirements for two hours/half-day and three hours/full-day program? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4a</i>				Skill building groups help beneficiaries identify psychiatric and psychological barriers to attaining their objectives and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.  Adjunctive therapies utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention.
C) A detailed written weekly schedule? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i>				The schedule must identify when and where the service components will be provided and by whom.  The schedule must specify the program staff, their qualifications, and the scope of their responsibilities.
D) Protocol for responding to clients experiencing a mental health crisis? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4c</i>				The protocol must assure the availability of appropriately trained and qualified staff. If beneficiaries will be referred to crisis services outside of the day treatment program, the provider must have the capacity to handle the crisis until the beneficiary is linked to outside crisis services.

CATEGORY 8 : DAY TREATMENT – INTENSIVE (con't)	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>E) How required staffing ratios of qualified staff are maintained?</p> <p><i>CCR, Title 9, § 1840.350</i></p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4e</i></p>			<ul style="list-style-type: none"> <li>• Check staffing pattern.</li> </ul> <p>Check the daily client census log.</p> <p><i>CCR, Title 9, Section 1840.350 Day Intensive Staffing Requirements</i></p> <p><i>(a) At a minimum there must be an average ratio of at least one person from the following list providing Day Treatment Intensive services to eight beneficiaries or other clients in attendance during the period the program is open:</i></p> <ol style="list-style-type: none"> <li><i>(1) Physicians</i></li> <li><i>(2) Psychologists or related waived/registered professionals</i></li> <li><i>(3) Licensed Clinical Social Workers or related waived/registered professionals</i></li> <li><i>(4) Marriage and Family Therapists or related waived/registered professionals</i></li> <li><i>(5) Registered Nurses</i></li> <li><i>(6) Licensed Vocational Nurses</i></li> <li><i>(7) Psychiatric Technicians</i></li> <li><i>(8) Occupational Therapists</i></li> <li><i>(9) Mental Health Rehabilitation Specialists as defined in Section 630</i></li> </ol> <p><i>(b) Persons providing Day Treatment Intensive who do not participate in the entire Day Treatment Intensive session, whether full-day or half-day, may be utilized according to program need, but shall only be included as part of the above ratio formula on a pro rata basis based on the percentage of time in which they participated in the session. The MHP shall ensure that there is a clear audit trail of the number and identity of persons who provide Day Treatment Intensive services and function in other capacities</i></p> <p><i>CONTINUED NEXT PAGE</i></p>

CATEGORY 8 : DAY TREATMENT – INTENSIVE (con't)	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
			<p><i>(c) Persons providing services in Day Treatment Intensive programs serving more than 12 clients shall include at least one person from two of the following groups:</i></p> <p><i>(1) Physicians</i></p> <p><i>(2) Psychologists or related waived/registered professionals</i></p> <p><i>(3) Licensed Clinical Social Workers or related waived / registered professionals</i></p> <p><i>(4) Marriage and Family Therapists or related waived/registered professionals</i></p> <p><i>(5) Registered Nurses</i></p> <p><i>(6) Licensed Vocational Nurses</i></p> <p><i>(7) Psychiatric Technicians</i></p> <p><i>(8) Occupational Therapists</i></p> <p><i>(9) Mental Health Rehabilitation Specialists as defined in Section 630</i></p>
<p>F) Description of how at least one staff person will be present and available to the group in the therapeutic milieu for all scheduled hours of operation?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4e</i></p>			
<p>G) If staff have other responsibilities (group home, school), documentation of the scope of responsibilities and the specific times in which day treatment activities are being performed exclusive of other activities?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4e</i></p>			<p>Persons who are not solely used to provide day treatment services may be utilized according to program need, but shall not be included as part of the ratio formula.</p> <ul style="list-style-type: none"> <li>• Check the provider's staffing pattern, duties and responsibilities of these staff, as well as hours of operation of the program.</li> </ul>

CATEGORY 8 : DAY TREATMENT – INTENSIVE (con't)	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>H) An expectation that the beneficiary will be present for all scheduled hours of operation for each day and that the beneficiary is present at least 50% of the scheduled hours of operation/day before Federal Financial Participation (FFP) will be claimed for that day?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4f</i></p>			
<p>I) Description of how documentation standards will be met?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 5</i></p>			<p>Documentation standards include: Daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, licensed/ waived/registered psychologist, licensed/waivered/registered social worker, licensed/waivered/registered Marriage and Family Therapist, Registered Nurse, who is either staff to the day treatment program or the person directing the service.</p> <ul style="list-style-type: none"> <li>• Check beneficiary records as needed.</li> </ul>
<p>J) Description of at least one contact per month with a family member, caregiver, significant support person, or legally responsible adult?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 6</i></p> <p><i>DMH Information Notice 02-06 and DMH Letter No.03-</i></p>			<p>Adult beneficiaries may choose not to have this service done for them.</p> <ul style="list-style-type: none"> <li>• There is an expectation that this contact will occur outside the hours of operation and therapeutic milieu.</li> <li>• The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.</li> </ul>

03

CATEGORY 9: DAY TREATMENT – REHABILITATION	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
1) Is evidence presented and/or does the written description of the Day Rehabilitation Treatment program include the following components:			<a href="#">CCR, Title 9, Section 1810.212 Day Rehabilitation</a> “Day Rehabilitation” means a structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of individuals. Services are available at least three hours and less than 24 hours each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.
A) Community meetings that:			
1) Occur at least once a day?  <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i>			
2) Includes a qualified staff?  <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i>			“Qualified staff” means physician, licensed/waivered/registered psychologist, LCSW, MFT, RN, PT, LVN, or mental health rehabilitation specialist.
3) Address relevant items including, but not limited to, the schedule for the day, current events, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, week, or for special events, old business from previous meetings or previous day treatment experiences, and debriefing or wrap-up  <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i>			

CATEGORY 9: DAY TREATMENT – REHABILITATION	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
Therapeutic milieu that:			
1) Meets minimum program hours/day requirement? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2b</i>			<p><i>CCR, Title 9, Section 1840.318 Claiming for Service Functions on Half Days or Full Days of Time</i></p> <p><i>(a) Day treatment intensive and day rehabilitation shall be billed as half days or full days of service</i></p> <p><i>(b) The following requirements apply for claiming of services based on half days or full days of time.</i></p> <p><i>(1) A half-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.</i></p> <p><i>(2) A full day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.</i></p> <p><i>(3) Although the beneficiary must receive face-to-face services on any full day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.</i></p>
2) Is continuous? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2b</i>			Program must be continuous except for lunch and short breaks. Lunch and break time do not count in the program time.



CATEGORY 9: DAY TREATMENT – REHABILITATION	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>3) Includes skill building groups, adjunctive therapies, and process groups</p> <p>(or psychotherapy) for two hours/half-day and three hours/full-day program?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Items 2B and 3a-c</i></p>			<p>Skill building groups help beneficiaries identify psychiatric and psychological barriers to attaining their objectives and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.</p> <p>Adjunctive therapies utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention.</p> <p>Process groups help beneficiaries develop skills to deal with problems and issues by using the group process to provide peer interaction and feedback in resolving problems.</p>
<p>C) A detailed written weekly schedule?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 2a</i></p>			<p>The schedule must identify when and where the service components will be provided and by whom.</p> <p>The schedule must specify the program staff, their qualifications, and the scope of their responsibilities.</p>
<p>D) Protocol for responding to clients experiencing a mental health crisis?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4c</i></p>			<p>The protocol must assure the availability of appropriately trained and qualified staff. If beneficiaries will be referred to crisis services outside of the day treatment program, the provider must have the capacity to handle the crisis until the beneficiary is linked to outside crisis services.</p>

CATEGORY 9: DAY TREATMENT – REHABILITATION	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
<p>E) How required staffing ratios of qualified staff are maintained?</p> <p><u>CCR</u>, Title 9, Section 1840.352 (a), (b), and (c)  MHP Contract, Exhibit A, Attachment 1, § W, Item 4e</p>			<ul style="list-style-type: none"> <li>• Check staffing pattern / Check the daily client census log</li> </ul> <p><u>CCR</u>, Title 9, Section 1840.352 Day Rehabilitation Staffing Requirements</p> <p>(a) At a minimum there must be an average ratio of at least one person from the following list providing Day Rehabilitation services to ten beneficiaries or other clients in attendance during the period the program is open:</p> <p>(1) Physicians  (2) Psychologists or related waived/registered professionals  (3) Licensed Clinical Social Workers or related waived / registered professionals  (4) Marriage and Family Therapists or related waived/registered professionals  (5) Registered Nurses  (6) Licensed Vocational Nurses  (7) Psychiatric Technicians  (8) Occupational Therapists  (9) Mental Health Rehabilitation Specialists as defined in Section 630</p> <p>(b) Persons providing Day Rehabilitation who do not participate in the entire Day Rehabilitation session, whether full-day or half-day, may be utilized according to program need, but shall only be included as part of the above ratio formula on a pro rata basis based on the percentage of time in which they participated in the session. The MHP shall ensure that there is a clear audit trail of the number and identity of the persons who provide Day Rehabilitation services and function in other capacities.</p> <p>CONTINUED NEXT PAGE</p>

CATEGORY 9: DAY TREATMENT – REHABILITATION	Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS
			<p><i>(c) Persons providing services in the Day Rehabilitation program serving more than 12 clients shall include at least two of the following:</i></p> <ul style="list-style-type: none"> <li><i>(1) Physicians</i></li> <li><i>(2) Psychologists or related waived/registered professionals</i></li> <li><i>(3) Licensed Clinical Social Workers or related waived / registered professionals</i></li> <li><i>(4) Marriage and Family Therapists or related waived/registered professionals</i></li> <li><i>(5) Registered Nurses</i></li> <li><i>(6) Licensed Vocational Nurses</i></li> <li><i>(7) Psychiatric Technicians</i></li> <li><i>(8) Occupational Therapists</i></li> <li><i>(9) Mental Health Rehabilitation Specialists as defined in Section 630</i></li> </ul>
<p>F) Description of how at least one staff person will be present and available to the group in the therapeutic milieu for all scheduled hours of operation?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, § W, Item 4e</i></p>			

CATEGORY 9 : DAY TREATMENT – REHABILITATION CONTINUED		Criteria Met		
FEDERAL AND STATE CRITERIA	YES	NO	GUIDELINE FOR REVIEWS	
<p>G) If staff have other responsibilities (group home, school), documentation of the scope of responsibilities and the specific times in which day treatment activities are being performed exclusive of other activities? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4e</i></p>			<p>Persons who are not solely used to provide day treatment services may be utilized according to program need, but must not be included as part of the ratio formula. Check the provider's staffing pattern, duties and responsibilities of these staff, as well as hours of operation of the program.</p>	
<p>H) An expectation that the beneficiary will be present for all scheduled hours of operation for each day and that beneficiaries are present at least 50% of the scheduled hours of operation/day before claiming FFP for that day <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 4f</i></p>			<p>Review attendance sheets and/or verify the presence of beneficiaries through chart documentation.</p>	
<p>I) Description of how documentation standards will be met? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 5</i></p>			<p>Progress Notes shall be documented weekly.</p> <ul style="list-style-type: none"> <li>• Check beneficiary records as needed.</li> </ul>	
<p>J) Description of at least one contact per month with a family member, caregiver, significant support person, or legally responsible adult? <i>MHP Contract, Exhibit A, Attachment 1, § W ,Item 6</i>  <i>DMH Information Notice 02-06 and DMH Letter No.03-03.</i></p>			<p>Adult beneficiaries may choose to not have this service done for them.</p> <ul style="list-style-type: none"> <li>• There is an expectation that this contact will occur outside the hours of operation and therapeutic milieu.</li> <li>• The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.</li> </ul>	

## PLAN OF CORRECTION

(A POC is required for items where federal and state criteria was not met)

IS A PLAN OF CORRECTION (POC) REQUIRED?  YES  NO

EXPLAIN:

IF APPLICABLE, DATE POC APPROVED: \_\_\_\_\_

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**NEW CERTIFICATION** activation approval date is the latest date all of the following are in place:

- o *Date provider was operational (client received 1<sup>st</sup> services):* \_\_\_\_\_
- o *Date of fire clearance:* \_\_\_\_\_
- o *Date the provider requested certification (application received in Medi-Cal Oversight office):* \_\_\_\_\_

*New Certification Activation/approval date:* \_\_\_\_\_

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**RECERTIFICATION** site visit for: Triennial, Change of Address, and/or any significant changes in the physical plant of the provider site

Fire Clearance Date: \_\_\_\_\_

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*Re-certification approval date: (Generally, this is the date of on-site review)* \_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Exhibit F**  
**Specialty Mental Health Services for Children/Youth**

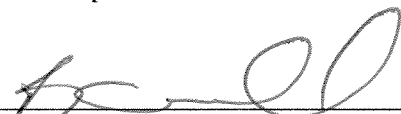
**1) Mental Health Plan and Performance Agreement:**

All services provided pursuant to this Agreement 170-S1611, shall be in accordance with the terms and conditions of Agreements between the County of El Dorado and the California Department of Health Care Services, currently 456-F1311 (hereinafter referred to as the MHP Agreement) and 024-M1610 (hereinafter referred to as the Performance Agreement), or as may be replaced or amended hereinafter. The MHP Agreement and Performance Agreement are incorporated by reference herein. Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.

County of El Dorado Agreement 456-F1311 (Department of Health Care Services 12-89361), May 1, 2013 – June 30, 2018)

County of El Dorado Agreement 024-M1610 15-92088 (Department of Health Care Services 15-92088) July 1, 2015 – June 30, 2016

Contractor certifies that the terms and conditions of the MHP Agreement and Performance Agreement have been reviewed and services provided by Contractor shall be consistent and in accordance with said Agreements in effect, or as may be amended or replaced, at the time services are provided.

By:   
\_\_\_\_\_  
Name  
Title  
"Contractor"

Dated: 9/18/15

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

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

- 3) Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable Federal and State

laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385.

- 4) **Special Terms and Conditions:** By signing this Agreement, Contractor acknowledges that, as a sub-recipient of federal and state funding, Contractor is obligated to adhere to all terms and conditions defined in the Agreement in effect at the time services are provided between County and California Department of Health Care Services, “Mental Health Services Act (MHSA) Agreement.” Such terms and conditions are available at [www.edcgov.us](http://www.edcgov.us),<sup>1</sup> Health and Human Services, Contractor Resources, “Mental Health Services Act (MHSA) Agreement,” in its Exhibits B and C thereto, incorporated by reference as if incorporated herein.
- 5) **Assurances:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Services Act funding, in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and agrees to comply with the provisions in Section 5650 through 5667.
- 6) **Audits:** From time to time, the County or state may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or state in writing. The fact that the County or state inspects, or fails to inspect, or has the right to inspect, the Contractor’s facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or state’s failure to detect or detection, but failure to notify the Contractor or require the Contractor’s remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the state’s enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor, auditors performing monitoring, or audits of the Contractor or its sub-contracting service providers shall immediately report to the County or state any incidents of fraud, abuse or other criminal activity in relation to this Agreement, the MHSA, or its regulations.

- 7) **Patients Rights/Grievances:** Contractor shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 *et seq.*; California Code of Regulations Title 9, Section 860 *et seq.*; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

As a condition of reimbursement, Contractor shall provide the same level of treatment to

<sup>1</sup> <http://www.edcgov.us/HHSForContractors/>

beneficiaries served under this Agreement as provided to all other patients served.

Contractor shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

- 8) Admission Policies:** Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- 9) Health and Safety:** Contractor shall maintain a safe facility. Contractor shall store and dispense medication in compliance with all applicable state, federal, and county laws and regulations.
- 10) Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:
  - A. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
  - B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or



she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.

**11) Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

**12) Non-Discrimination:** Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in state and federally assisted programs requirements as follows:

Contractor hereby agrees that they shall 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 Sections 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 non-discriminatory, 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 shall 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, shall 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 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 Sections 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

County policy is intended to be consistent with the provisions of all applicable state and federal laws.

**13) Confidentiality and Information Security Provisions:** Contractor shall comply with applicable federal, state, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement,

- Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
    - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
    - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
- B. Responsibilities of Contractor.
1. Contractor agrees to safeguards:
    - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
    - b. Employee Training and Discipline: Contractor shall train its employees and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose individually identifiable health information.
    - c. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
    - d. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
  2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - a. Network based firewall or personal firewall; and
    - b. Continuously updated anti-virus software; and
    - c. Patch-management process including installation of all operating system/software vendor security patches.
  3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
  4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
  5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any

breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two (2) business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

**14) Certifications / Assurances:**

- A. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.
- B. Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services funding in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and agrees to comply with the provisions in Section 5650 through 5667.

**15) Confidentiality Requirements:** Acknowledging the Contractor's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the County, the following Confidentiality Requirements apply:

- A. General Requirements: The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Administrator.

Permission to disclose information or documents on one occasion or at public hearings held by the County or state Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the County or state Departments of Mental Health staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

If requested by the County or state, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the state and shall supply the state with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

After any data or documents submitted has become a part of the public records of the County or state, the Contractor may, if it wishes to do so at its own expense and upon

approval by the County Contract Administrator, publish or utilize the said data or documents but all such published items shall include the following legend:

*LEGAL NOTICE: This report was prepared as an account of work sponsored by the County of El Dorado and State Department of Health Care Services, but does not necessarily represent the views of the County or Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the County and State of California at:*

COUNTY	STATE DEPARTMENT OF HEALTH CARE SERVICES
Health and Human Services Agency 3057 Briw Road, Suite A Placerville, CA 95667	P.O. Box 952050 Sacramento, CA 94252-2050

*Neither said County nor State Department of Health Care Services / State of California, nor any officer or employee thereof, or the Contractor or any of its subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

“Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or be used to define a design or process, or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

“Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

“Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at Contractor’s expense, together with complete documentation thereof, shall be treated in the same manner as generated data. “Generated data” shall be the property of the state unless and only to the extent that it is specifically provided otherwise herein.

“Deliverable data” is that data which under terms of this Agreement is required to be delivered to the County or state. Such data shall be the property of the County and state.

The title to the Contractor’s proprietary data shall remain in the Contractor’s possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the County by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor’s own expense for a period of not less than five (5) years after receipt by the County and state of the final report or termination of this Agreement and any and all amendments hereto, or for three (3) years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.

Prior to the expiration of such time and before changing the form of or destroying any such data, the Contractor shall notify the County and state of any such contemplated action; and the County or state may within thirty (30) days after said notification determine whether it desires said data to be further preserved and, if the state so elects, the expense of further preserving said data shall be paid for by the state. The Contractor agrees that the County and state shall have unrestricted reasonable access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

CONTRACTOR	COUNTY
<p style="text-align: center;">CONTRACTOR NAME CONTRACTOR ADDRESS</p>	<p style="text-align: center;">Information Security/Privacy Officer County of El Dorado 330 Fair Lane Placerville, CA 95667</p>

B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

**16) Termination Process:** The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the

MHSA regulations or implementing state legislation. The County shall provide a termination notice in writing to the Contractor.

Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with the Article titled "Notice to Parties."

**17) Termination for Cause:** Upon the County or state's knowledge of a material breach of this Agreement by the Contractor, the County or state shall:

- A. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County or state; or
- B. Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
- C. If neither cure nor termination is feasible, the state Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- D. Judicial or Administrative Proceedings: The County or state may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

- E. Effect of Termination: Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all IHI received from the state that the Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

**18) Miscellaneous Provisions:**

- A. Disclaimer: The state makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of IHI.
- B. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligation under this Agreement, available to the County or state at no cost to the County or state to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the state, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.
- C. No Third-Party Beneficiaries: Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the County or the state, or the Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. Regulatory References: A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
- G. No Waiver of Obligations: No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.



**19) Conflict Resolution:** Should a dispute arise between the Contractor and the County relating to services provided under this Agreement governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, Section 5845(d)(10), County and Contractor shall follow the California Department of Mental Health Issue Resolution Guidance dated October 2011 available at [http://www.dmh.ca.gov/Prop\\_63/MHSA/Issue\\_Resolution.asp](http://www.dmh.ca.gov/Prop_63/MHSA/Issue_Resolution.asp) and incorporated by reference herein.

For any disputes other than those governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, Section 5845(d)(10), the Contractor and County shall follow the County of El Dorado MHSA Issue Resolution Process available at:

[http://www.edcgov.us/Government/MentalHealth/MHSA\\_Issue\\_Resolution\\_Process.aspx](http://www.edcgov.us/Government/MentalHealth/MHSA_Issue_Resolution_Process.aspx) and incorporated by reference herein.

**20) Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, state or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18<sup>th</sup>) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or state law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section "access to" means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the state or County, or their respective designee in a central location.

**21) Release of Information:** Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

**22) Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement,

pursuant to the Article titled "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:

- A. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
- B. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the state. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor's Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
- C. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or state, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or state with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or state makes such findings that shall be an issue may be reviewed in any competent court.
- D. In the event this Agreement is terminated as provided in the paragraph above, the County or state shall be entitled:
  - 1. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
  - 2. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or state in providing any such gratuities to any such officer or employee.
- E. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- F. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

**23) Subcontracting:** The Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors shall comply with the Confidentiality requirements set forth in the Article titled "Confidentiality Requirements" of this Agreement.

**24) HIPAA Compliance:** By signing this Agreement, Contractor agrees to comply with Exhibit F marked "Business Associate Agreement," attached hereto and incorporated by reference herein.

**25) Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

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

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state Governments, County may immediately terminate this Agreement for cause or default.

**26) Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with

Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

**27) Litigation:** The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and state.

**Exhibit G**  
**HIPAA Business Associate Agreement**

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

**R E C I T A L S**

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

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and E PHI 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; and

**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 ; and

**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; and

**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:

1. 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.

2. 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:
        - (i) 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,
        - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to 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.
3. 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 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.
4. 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.

5. 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.

6. 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.

7. 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.
8. 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.
  9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
  10. 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.
  11. 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.