

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **James Gerard Flaherty, M.S., M.D., F.A.A.P.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to provide skilled medical professional expertise and oversight to carry out required services under the California Children's Services Program, and services as Deputy Health Officer; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Department of Health Care Services, CCS Medical Eligibility Guide
Attachment 2	Invoice

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Sixty-Four Thousand Eight Hundred Forty-Five Dollars (\$64,845) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D.
Director of Health Services

Date: 9/6/24

Budgeted: Yes
Budget Unit: 4010, 4080
Line Item: 86-2189
Org/Object Code: CHCCADM, PHADMIN
Grant: No
Grant No.: N/A'

COUNTY OF MENDOCINO

By: [Signature]
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/24/2024

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 09/24/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 09/24/2024

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 09/05/2024

CONTRACTOR/COMPANY NAME

By: [Signature]
James Gerard Flaherty, MS/MD, FAAP

Date: 9/5/24

NAME AND ADDRESS OF CONTRACTOR:

James Gerard Flaherty, MS, MD, FAAP
5 Highland Drive
Ukiah, CA 95482
jamesf@mendocinocounty.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 09/05/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 09/05/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 25-29
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Public Health
1120 South Dora Street
Ukiah, CA 95482
Attn: Isabel Gallego

To CONTRACTOR: James Gerard Flaherty, MS, MD, FAAP
5 Highland Drive
Ukiah, CA 95482

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$64,845 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR's Primary Duties/Responsibilities:

- A. Use skilled medical professional expertise to carry out the following services, for the California Children's Services (CCS) Program:
 - 1. Determine medical eligibility for complex program benefits and/or medical eligibility with certain diagnosis (Refer to Attachment 1, Department of Health Care Services, CCS Medical Eligibility Guide).
 - 2. Interpret medical reports for CCS nursing staff for comprehensive case management, case conference with CCS nursing staff regarding treatment pathway, and monitor work of CCS nursing staff.
 - 3. Interpret CCS program standards, policy letters and medical care decisions for physicians and other health care professionals.
 - 4. Review the medical implications of legislation, and any changes that may occur to this legislation, and determine if it applies to Mendocino County.
 - 5. Review literature and research articles to apply up-to-date knowledge in delivery of CCS health care services, and provide related in-service to staff, as needed.

II. CONTRACTOR's Secondary Duties/ Responsibilities:

- A. Serve in the capacity of Deputy Health Officer for the period of July 1, 2024 through June 30, 2025, to primarily (but not be limited to) act as the local registrar of birth and death certificates.
- B. Perform other duties as the Deputy Health Officer as requested by Public Health (PH) staff and upon mutual agreement between CONTRACTOR and PH staff.
- C. Maintain:
 - 1. Confidentiality of information gathered, reviewed, stored, reported, and transmitted, and comply with the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) regulations.

2. A current and active Medical Board of California license that is in good standing and not under suspension or probation.
- III. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR One Hundred Sixty-Five Dollars (\$165) per hour for an estimated twenty (20) hours per month, for an approximate total amount of three hundred thirty-three (333) hours, not to exceed Sixty-Four Thousand Eight Hundred Forty-Five Dollars (\$64,845) for the extent of this Agreement.
- II. COUNTY will pay CONTRACTOR as follows:

CONTRACTOR SERVICE	MAXIMUM AMOUNT
1. Determine CCS medical eligibility for complex program benefits and/or medical eligibility with certain diagnoses.	\$40,000
2. Interpret medical reports for CCS nursing staff for comprehensive case management, case conference with CCS nursing staff regarding treatment pathway, and monitor work of CCS nursing staff.	\$2,500
3. Interpret CCS program standards, policy letters and medical care decisions for physicians and other health care professionals.	\$2,500
4. Review the medical implications of legislation, and any changes that may occur to this legislation, and determine if it applies to Mendocino County.	\$2,500
5. Review literature and research articles to apply up-to-date knowledge in delivery of CCS health care services, and provide in-service to staff, as needed.	\$2,500

6. Act as the local register of birth and death certificates.	6,245
7. Perform other duties as the Deputy Health Officer as requested and upon agreement.	8,600
TOTAL:	\$64,845

III. CONTRACTOR will invoice COUNTY monthly on a COUNTY approved invoice (Attachment 2). Invoice of services must be received by the tenth (10th) of the month for services rendered the previous month. Billing for services received after the tenth (10th) of the month will not be honored.

IV. CONTRACTOR will submit monthly invoices to COUNTY at the following address:

Mendocino County Public Health
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.

V. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.

VI. Data reports or invoices submitted by CONTRACTOR incorrectly, incompletely, or inaccurately will be rejected by COUNTY within thirty (30) days. CONTRACTOR will have thirty (30) days from the rejected report/invoice to complete corrections, or the invoice will not be paid without COUNTY Health Services Director approval.

VII. Payments under this Agreement shall not exceed Sixty-Four Thousand Eight Hundred Forty-Five Dollars (\$64,845) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

COUNTY shall provide, at no cost to CONTRACTOR, professional liability (malpractice) insurance protection for CONTRACTOR covering services performed under this Agreement and for which payment is made by COUNTY as an additional coverage under COUNTY'S own liability insurance policy. No coverage shall be afforded for any services for which a private billing is made by or authorized by CONTRACTOR.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
Department of Public Health
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **James Gerard Flaherty, MS, MD, FAAP**

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

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

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

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

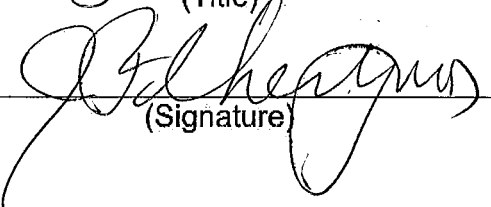
9/5/24
Date
5 Highland Drive, Ukiah, CA 95482
Address of CONTRACTOR


CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered 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, falsifications 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

<u>James G. Flaherty MD</u> (Type Name)	<u>James Gerard Flaherty, MS, MD, FAAP</u> (Organization Name)
<u>Physician (MD), MS</u> (Title)	<u>5 Highland Drive</u> <u>Ukiah, CA 95482</u> (Organization Address)
<u></u> (Signature)	<u>9/5/24</u> (Date)



**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)
CALIFORNIA CHILDREN'S SERVICES (CCS)**

CCS MEDICAL ELIGIBILITY GUIDE

3/15/2017

DHCS Medical Eligibility Guidelines Workgroup

Please note this manual is only a guide to assist clients or providers in submitting appropriate referrals to the California Children Services (CCS) Program. The diagnoses listed under each category of medical conditions in this guide comprise a representative but not inclusive list of medical conditions in the category. Final medical eligibility for the CCS Program is based on timely submission of a service authorization request (SAR), required supporting medical documentation, California Code of Regulation, Title 22 (CCS regulations) Sections 41515.1-41518.9 for specific qualifiers, and policy letters. Submission based on ICD codes alone does not guarantee approval of services by the CCS Program.

ACKNOWLEDGEMENTS

MEDICAL ELIGIBILITY GUIDELINE WORKGROUP (PREVIOUSLY KNOWN AS THE SAR PROCESSING EFFICIENCIES TASK FORCE)

Under the Direction of:

Patricia McClelland, Current Chief, Systems of Care Division
Dr. Robert Dimand, Chief Medical Officer
Systems of Care Division, California Children's Services

Ms. Patricia McClelland, Chief, Systems of Care Division.

Dr. Robert Dimand and Mr. Louis R. Rico, Thank you for your on-going support, guidance, and vision.

CORE GROUP

Anne Forsythe, RN, PHN, San Diego County CCS Program
Emma Mendez, RN, PHN, Santa Clara County CCS Program
Harry Chang, Unit Chief, Dependent County Operations Section Southern California
Julie Koga, RN, PHN, Program Manager, Orange County CCS Program
Kathy McCoy, RN, PHN, Monterey County CCS Program
Letty Gutierrez, RN, PHN, MSN, Los Angeles County CCS Program
Magdalena Joya, RN, PHN, MSN, Los Angeles County CCS Program
Maria Kelly, RN, PHN, Madera County CCS Program
Pam Sakamoto, RN, PHN, Sr. PHN Solano County CCS Program
Sharon Lambton, RN, MSN, NC III, Systems of Care Division
Sunday Oyewole, RN, Nursing Supervisor, Dependent County Operations Section
Vivian Demaree, RN, PHN, Nursing Supervisor, San Diego County CCS Program
Galynn Thomas, RN, MSN, NCIII, Systems of Care Division

PREVIOUS MEMBERS

Cheryl Collins, RN, PHN Kern County CCS Program
Cheryl Vidal, Nursing Supervisor, Los Angeles County CCS Program
Cyd Ramirez, RN, MS, Systems of Care Division
Ester O'Connor, RN, PHN, MSN, CCS Chief, San Diego County CCS Program
Jayne Buchanan, RN, PHN, SCD, DCOS
Katherine Lindsay, RN, PHN Lake County CCS Program
Sharon Lowther, RN, PHN, SCD, DCOS
Stephen Halley, Chief of Office of Administration and Special Projects, Systems of Care Division
Thank you for the original vision and direction.
Susan Kurtz, RN, PHN Kern County CCS Program

Trish Haines, RN, PHN Santa Clara County CCS Program

CMSNET STAFF

Traci McCarley, Supervisor, CMSNET System

Julie Rundall, CMS NET Systems Analyst

Yolonda Grisham, CMS NET Systems Analyst

Special acknowledgment to San Diego County CCS program for their on-going participation, knowledge, skills, vision, positive pilot testing the CCS ineligible conditions, and as keeper of this handbook for the duration of the MEG Workgroup.

Ester O'Connor, RN, PHN, MSN, CCS Chief, San Diego County CCS Program

Anne Forsythe, RN, PHN,

Vivian Demaree, RN, PHN, Nursing Supervisor

SYSTEMS OF CARE DIVISION PARTICIPATING MANAGEMENT

Dr. Jill Abramson, Chief, Medical Policy and Consultation Section

Mr. James Delgado, Chief, Dependent County Operations Section

Ms. Barbara Sasaki, Dependent County Operations Section

Dr. Virginia Bliss, Public Health Medical Officer III, Dependent County Operations Section

Dr. Robert P. Dickey, Medical Director, Solano County CCS Program

Dr. Marcia Ehinger, Public Health Medical Officer III, Statewide Medical Services

Dr. Christopher Dael, Medical Director, Riverside County CCS Program

Dr. Halley Morrow, Public Health Medical Officer III, Newborn Hearing Screening Program

Dr. Chester Randle, Public Health Medical Officer III, Dependent County Operations Section

Dr. Seleda Williams, Public Health Medical Officer III, Systems of Care Division

MEDICAL ADVISORY COMMITTEE (MAC) STEERING COMMITTEE

Southern Region Physician Advisory Committee

Jeff Powers, RPT, Statewide Physical Therapy Consultant, Systems of Care Division

Teri Yamaichi, RPT, Dependent County Operations Section

Local County CCS Physical and Occupational Therapy Staff

EDITORS:

Anne Forsythe, RN, PHN, San Diego County CCS Program

Seleda Williams, MD, MPH, PHMO III, Public Health Medical Officer III,
DHCS Systems of Care Division

Galynn Thomas, RN, MSN, NCIII, DHCS Systems of Care Division

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Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

ABOUT THE MEDICAL ELIGIBILITY GUIDELINES (MEG) WORKGROUP

Sharing the Vision: The California Children's Services (CCS) MEG Workgroup (Workgroup) was convened by the California Department of Health Care Services (DHCS) Systems of Care Division (SCD) with the goal of clarifying the process of approval and adjudication of California Children Services' (CCS) service authorization requests (SARs), as well as improving staff efficiencies in reviewing and processing SARs.

The aims of the Workgroup include:

- Maintenance of integrity and quality of the CCS Program.
- Protecting the integrity of the CCS Program.
- Improving and streamlining the SAR authorization process with technology.
- Identifying items and services where the SAR can be automatically adjudicated.
- Improving staffing efficiencies.
- Identifying barriers and other resources.

One of the outcomes of the Workgroup was the development of this CCS Medical Eligibility Guide (Guide). The Guide is designed to be used by the CCS Program nursing staff, providers, and stakeholders. It can be used as a training tool, general handbook, and as a CCS Program medical eligibility reference. The Guide contains two main sets of tables: one is a set of tables that list medical conditions that are frequently or always recognized as medically eligible for the CCS Program services and the other is for those medical conditions that are generally recognized as ineligible CCS Program medical conditions and is designed to prevent inappropriate referrals to the program. The Guide references and follows, Title 22 California Code of Regulations: Division 2, Part 2, Subdivision 7, CCS Chapter 3, Article 2, Medical Eligibility Sections 41515.2 – 41518.9.

BACKGROUND

This Guide is designed for the purpose of education and training of CCS Program nursing staff, providers, and stakeholders such as Medi-Cal managed care health plans. It is also designed to facilitate program and statewide consistency of the CCS Program referrals. It was developed through the combined efforts of State and county staff who participated in the Workgroup, convened under the direction of the DHCS, SCD executive staff. As a result, the Workgroup identified a list of medical conditions that would lead to either appropriate (CCS medically eligible conditions) or inappropriate referrals (CCS Program medically ineligible conditions) to the CCS Program. The Workgroup coordinated discussions with multiple local county CCS program medical consultants, DHCS Dependent County Operations Section medical consultants, as well as medical consultants of the Southern Region Physician Advisory Committee (SRPAC), Medical Advisory Committee (MAC)/MAC Steering Committee, the Children's Regional Integrated Service System (CRISS) Medical Consultant Medical Eligibility Workgroup, and the DHCS SCD medical consultants.

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

HOW TO USE THIS GUIDE

This Guide is intended to be shared and used by CCS Program staff, CCS Program physicians, stakeholders, and Medi-Cal managed care health plans. It can be used as a handbook to assist State and county staff in reviewing SARs. It can also be used by providers to assist with identifying CCS Program eligible individuals so that they can submit appropriate referrals to the CCS Program. Final medical eligibility determination for the CCS Program services is based on the timely submission of a SAR, required supporting medical documentation, the CCS Program regulations, California Code of Regulations, Title 22 Sections 41515.1 - 41518.9 (for specific qualifiers), and policy letters.

Medical Eligibility Guide Format: The Guide is formatted into sections that follow CCS Program medically eligibility criteria, as referenced in Title 22, California Code of Regulations. Readers will note that for each section, there are two tables - one table is for "Frequently Recognized CCS Program -Eligible Conditions" and the other table is for "Generally Recognized as CCS Program -Ineligible Conditions". "Generally Recognized as CCS Program-Ineligible Conditions" usually should not be submitted to the CCS Program, unless there is some other underlying CCS Program medically eligible condition associated with the ineligible diagnosis.

As time permits the Workgroup will consider adding International Classification of Diseases (ICD) -10 CPT codes. Please also note that some of the CCS Program -medically eligible conditions are listed within a broader ICD-10 code that also lists other medical conditions. For example: homocystinuria is listed in ICD-10 code: E72.1: Disorders of sulphur-bearing amino-acid metabolism.

This Guide does not replace the requirements outlined in Section 41515.1, Determination of Medical Eligibility:

"Medical eligibility for the CCS Program, as specified in Sections 41515.2 through 41518.9 shall be determined by the CCS Program medical consultant or designee through review of medical records that document the applicant's medical history, results of a physical examination by a physician, laboratory tests, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition."

Note: Authority cited: Sections 20 and 100275, Health and Safety Code. Reference: Sections 123830 and 123835, Health and Safety Code.

Final medical eligibility for the CCS Program is based on timely submission of a service request, required supporting medical documentation, the CCS Program regulations (See DHCS-02-08 section 41515.1-41518.9 for specific qualifiers), and policy letters. Submission based on ICD codes alone does not guarantee approval of services by the CCS Program.

FUTURE UPDATES

This Guide will be updated as needed per future ICD updates and any revisions to the California Code of Regulations Title 22.: Division 2, Part 2, Subdivision 7, CCS Chapter 3, Article 2, Medical Eligibility Sections 41515.2 – 41518.9.

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

CCS MEDICAL ELIGIBILITY TABLES

Sections 41515.2 through 41518.9

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

41515.2. Infectious Diseases.

CCS applicants diagnosed with at least one of the following shall be medically eligible for participation in the CCS Program:

- (a) Infections of the bone, such as osteomyelitis and periostitis.
- (b) Infections of the eye when the infection, if untreated, may result in permanent visual impairment or blindness.
- (c) Infections of the central nervous system which have produced a neurologic impairment that results in physical disability requiring surgery or rehabilitation services to regain or improve function, such as movement or speech, which was limited or lost as a result of the infection.
- (d) Infections acquired in utero and for which medically necessary postnatal treatment is required, such as toxoplasmosis, cytomegalovirus infection, rubella, herpes simplex, and syphilis.
- (e) Human Immunodeficiency Virus (HIV infection), when confirmed by laboratory tests.
- (f)

NOTE: Authority cited: Sections 20 and 100275, Health and Safety Code. Reference: Sections 123830 and 123835, Health and Safety Code.

Frequently Recognized CCS-Eligible Conditions
HIV infection
Congenital syphilis, unspecified
Immunodeficiency with predominantly T-cell defect, unspecified
Keratitis
Chronic dacrocystitis
Arthropathy associated with infections
Osteomyelitis
Periostitis without mention of osteomyelitis
Infections specific to the perinatal period
Severe sepsis

Generally Recognized as CCS-INELIGIBLE Conditions*
Intestinal infectious disease
Viral diseases accompanied by exanthem
Arthropod-borne viral diseases
Other diseases due to viruses and chlamydiae
Mycoses
Helminthiasis
Cysticercosis
Other infectious and parasitic diseases
Fever unspecified
Other spirochetal diseases [‡]

* Infections listed are usually not medically eligible, but disease sequelae may be.

[‡] Please refer to individual spirochetal diseases.

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

41516. Neoplasms.

CCS applicants with at least one of the following conditions shall be medically eligible for participation in the CCS Program:

- (a) All malignant neoplasms, including leukemia.
- (b) A benign neoplasm when either of the following is present:
 - (1) The neoplasm is physically disabling or severely disfiguring; or
 - (2) The neoplasm is located contiguous to or within a vital organ or body part, and its continued growth or lack of treatment would limit or eliminate the function of the organ or body part or lead to the death of the applicant.

NOTE: Authority cited: Sections 20 and 100275, Health and Safety Code. Reference: Sections 123830 and 123835, Health and Safety Code.

Frequently Recognized CCS-Eligible Conditions
Malignant neoplasms
Malignant neoplasm of kidney (Wilms' tumor)
Retinoblastoma
ALL (acute lymphoblastic leukemia)
230-234 Carcinoma in situ

Generally Recognized as CCS-INELIGIBLE Conditions
* see below

* A benign tumor that is physically disabling, severely disfiguring or contiguous to or within a vital organ or body part and needs to be referred to the CCS Program medical consultant for medical eligibility determination.

41516.1. Endocrine, Nutritional and Metabolic Diseases, and Immune Disorders.

CCS applicants with at least one of the following conditions shall be medically eligible for participation in the CCS Program:

- (a) Diseases of the pituitary, thyroid, parathyroid, thymus, and adrenal glands.
- (b) Growth hormone deficiency.
- (c) Diseases of the ovaries or testicles in which there is delayed onset of puberty, primary amenorrhea after the age of 15 years, sexual development prior to the age of eight years for females and nine years for males, feminization of a male, or virilization of a female.
- (d) Diseases of the pancreas resulting in pancreatic dysfunction.
- (e) Diabetes mellitus.
- (f) Diseases due to congenital or acquired immunologic deficiency manifested by life-threatening infections, as determined from medical information about the applicant's clinical course and laboratory studies.
- (g) Inborn errors of metabolism such as phenylketonuria, homocystinuria, galactosemia, glycogen storage disease and maple syrup urine disease.
- (h) Cystic fibrosis.

NOTE: Authority cited: Sections 20 and 100275, Health and Safety Code. Reference: Sections 123830 and 123835, Health and Safety Code

Frequently Recognized CCS-Eligible Conditions
HIV Infection
Disorders of thyroid gland
Congenital hypothyroidism
Diabetes
Growth hormone deficiency
Adrenal hyperplasia, congenital ^ψ
PKU (phenylketonuria)
Maple syrup urine disease
Homocystinuria
Glycogen storage disease
Galactosemia
Cystic fibrosis
Lupus erythematosus
JRA (juvenile rheumatoid arthritis)

^ψ Please note: A complete list of disorders detectable by the California Newborn Screening Program is available at:

<http://www.cdph.ca.gov/programs/nbs/Pages/NBSDisordersforProviders.aspx>

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.

Generally Recognized as CCS-INELIGIBLE Conditions	
Morbid obesity*	
Symptoms concerning nutrition, metabolism, and development	

*Please note: Morbid obesity accompanied by co-morbidities such as diabetes, hypertension, dyslipidemias and sleep apnea may be medically eligible.

Please note this handbook is only a guide to assist CCS providers in submitting appropriate referrals to the CCS Program.