BOS AGREEMENT NO. **23-127-A2**

AMENDMENT #2

Original Agreement	BOS-23-127
Amendment 1	BOS-23-127-A1

SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-23-127

This second Amendment to Agreement No. BOS-23-127 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **TAPESTRY FAMILY SERVICES**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-127 was entered into on July 1, 2023 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-23-127 was entered into on April 23, 2024 (the "First Amendment") increasing the total amount by $1,800,000 for a new total of $5,575,662; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2024 to September 30, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the amount from $5,575,662 to $6,882,526; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A-1, Scope of Work - SMHS, to add services in Fort Bragg; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A-2, Scope of Work - MHSA, to extend the annual report due date from July 31, 2024 to October 31, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B-1, Payment Terms - SMHS, to incorporate the following changes: 1) increase the "Specialty Mental Health Billing" line item by $653,432; 2) increase the "FSP Billing Match/FFP" line item by $653,432; 3) revise the "Total" line item to account for the revisions; 4) and

increase the amount of clients served by 20%, for a minimum of 602 clients; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates Extension.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2024 to September 30, 2024.
2. The total contracted amount set out in the Agreement is hereby increased by $1,306,864 from $5,575,662 to $6,882,526
3. The Exhibit A-1, Scope of Work - SMHS, set out in the Agreement is hereby altered and a new Exhibit A-1 is attached herein.
4. The Exhibit A-2, Scope of Work - MHSA, set out in the Agreement is hereby altered and a new Exhibit A-2 is attached herein.
5. The Exhibit B-1, Payment Terms - SMHS, set out in the Agreement is hereby altered and a new Exhibit B-1 is attached herein.
6. An Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates Extension is hereby incorporated into the Agreement, and attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jennine Miller, Psy.D., BHRS Director

Date: 5/23/24

Budgeted: No
Budget Unit: 4050, 4051
Line Item: 86-3164
Org/Object Code: MH, MACSS
Grant: No
Grant No.: 'N/A'

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 5/24/2024

NAME AND ADDRESS OF CONTRACTOR:

TAPESTRY FAMILY SERVICES
169 Mason St. Suite 300
Ukiah, CA 95482
707-463-3300

COUNTY OF MENDOCINO

By: _____
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

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

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 06/25/2024

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: _____
Deputy 06/25/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 05/21/2024

INSURANCE REVIEW:

By: _____
Risk Management

Date: 05/21/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 05/21/2024

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 24-153
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County_

EXHIBIT A-1

SCOPE OF WORK – SMHS

1. ENTITIES.

A. Tapestry Family Services, is the CONTRACTOR that will be providing Specialty Mental Health Service (SMHS) as defined in this contract and pursuant to Medicaid laws and regulations, including the 1915(b) Waiver, the COUNTY of Mendocino State MHP Agreement, and Behavioral Health & Recovery Services (BHRS) policies and procedures.

B. BHRS (hereinafter "COUNTY" or "BHRS") is contracting with CONTRACTOR to provide SMHS.

C. COUNTY's Administrative Service Organization, Redwood Quality Management Company dba Anchor Health Management (RQMC) (hereinafter "ASO") is contracted with the COUNTY to provide oversight, in coordination with the County, of SMHS. ASO provides administrative and utilization review of CONTRACTOR in regards to SMHS pursuant to contract with COUNTY, as described in this contract and pursuant to Medicaid laws, and regulations, including the 1915(b) Waiver, the COUNTY of Mendocino State MHP Agreement, and BHRS policies and procedures.

2. As an organizational provider agency, CONTRACTOR shall provide administrative and direct program services to COUNTY's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of 21, the CONTRACTOR shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).

A. CONTRACTOR has the option to deliver services using evidence-based program models. CONTRACTOR shall provide said services in CONTRACTOR's program(s) as described herein; and utilizing locations as described herein.

B. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with the COUNTY Mental Health Plans (MHP) contract obligation. CONTRACTOR will provide Specialty Mental Health Services (SMHS) to eligible Medi-Cal beneficiaries of Mendocino COUNTY within the Scope of Services defined in this contract and pursuant to the

Payment Terms in Exhibit B. CONTRACTOR agrees to comply with all applicable Medicaid laws and regulations, including the terms of the California Advancing and Innovating Medi-Cal (CalAIM) section 1915(b) Medi-Cal Specialty Mental Health Services Waiver (1915(b) Waiver) and Special Terms and Conditions, the COUNTY of Mendocino State Mental Health Plan (MHP) Agreement, and Mendocino COUNTY Behavioral Health and Recovery Services (BHRS) policies and procedures, all of which are incorporated herein by reference and made a part hereof.

3. TARGET POPULATION

A. CONTRACTOR shall provide services to the following populations:

I. CONTRACTOR shall provide Mental Health Services to children ages zero (0) to eighteen (18) years, transition age youth (TAY) ages nineteen (19) to twenty-four (24) years and adults ages twenty-five (25) and over, who have full-scope Medi-Cal, meet medical necessity and access criteria, and meet Early Periodic Screening, Diagnosis, and Treatment (EPSDT) criteria for SMHS as delineated in Title 9, Chapter 11 of the California Code of Regulations. These services shall be reimbursed at the contracted interim rates. Interim rates may be increased or decreased at the sole discretion of the COUNTY.

II. Beneficiaries shall be linked to physical health care, dental services, benefits, employment, schools, training, transportation, and other non-mental health services as needed. Services shall also be coordinated with Federally Qualified Healthcare Centers (FQHC)/Rural Health Clinic (RHC), Regional Center, Probation, and Social Services, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that Release of Information (ROI) promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.

4. LOCATION OF SERVICES. CONTRACTOR shall provide SMHS in Ukiah, Willits, Fort Bragg, Laytonville, Covelo, in the schools, and in the community including in client's home when beneficial to the client. Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental

health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law.

5. SERVICES TO BE PROVIDED

A. CONTRACTOR shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

I. Please refer to Attachment 1 for information regarding current CPT Billing Code rates.

II. Additional service codes may be approved at the Behavioral Health Directors discretion.

B. CONTRACTOR shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

6. CERTIFICATION OF ELIGIBILITY

A. CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

7. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

~~B.~~ For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled

clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

II. The client has at least one of the following:

a. A significant impairment

b. A reasonable probability of significant deterioration in an important area of life functioning

c. A reasonable probability of not progressing developmentally as appropriate

d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide

AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

e. diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD)

f. A suspected mental health disorder that has not yet been diagnosed

g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:

I. The client has one or both of the following:

a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

b. A reasonable probability of significant deterioration in an important area of life functioning.

II. The client's condition as described in paragraph (I) is due to either of the following:

a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

b. A suspected mental disorder that has not yet been diagnosed.

8. ADDITIONAL CLARIFICATIONS

A. Criteria

I. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

b. The service was not included in an individual treatment plan; or

c. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite

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

9. MEDICAL NECESSITY

A. CONTRACTOR will ensure that services provided are medically necessary in compliance with the Mental Health Plan (MHP) requirements and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

10. COORDINATION OF CARE

A. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

B. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

C. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

D. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

E. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

11. CO-OCCURRING TREATMENT AND NO WRONG DOOR

A. Specialty and Non-Specialty Mental Health Services (NSMH) can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

B. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

II. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

12. SERVICE AUTHORIZATION

A. CONTRACTOR will collaborate with the COUNTY'S contracted Administrative Service Organization (hereinafter "ASO") to complete authorization requests in line with COUNTY and DHCS policy.

B. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

C. CONTRACTOR shall respond to ASO in a timely manner when consultation is necessary for ASO to make appropriate authorization determinations.

D. ASO shall provide CONTRACTOR with written notice of authorization determinations within the required timeframes.

E. CONTRACTOR shall alert ASO when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

13. REFERRAL AND INTAKE PROCESS

A. CONTRACTOR shall follow the referral and intake process as specified herein.

I. SMHS are an array of services offered to Medi-Cal beneficiaries who meet medical necessity and the criteria for access to SMHS. Services shall be medically necessary and clinically appropriate to address the beneficiaries presenting condition. Interventions shall be: individualized, culturally competent and appropriate services, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and unique needs. Services shall be delivered within the least restrictive and most normative environment that is clinically appropriate. When appropriate, client shall be referred to the Full Service Partnership program.

II. CONTRACTOR shall adhere to the following criteria for access to SMHS per Department of Health Care Services (DHCS):

a. Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals twenty-one (21) years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

b. For individuals under twenty-one (21) years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan.

c. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services (CMS) makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition, and are thus medically necessary and covered as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services. Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition.

14. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

I. Specialty Mental Health

a. CONTRACTOR shall provide a range of mental health services as delineated in Title 9, Chapter 11 of the California Code of Regulations to assist children and transition age youth (TAY) to gain the social and functional skills necessary for appropriate development and social integration. CONTRACTOR shall incorporate family members into treatment when beneficial to the primary client. Services include family therapy, individual therapy, group therapy, collateral, targeted

case management, group and individual rehabilitation, assessment, plan development, intensive care coordination, intensive home-base services, therapeutic behavioral services, and therapeutic foster care. Licensed Therapists, Interns, and Case Managers provide these services as allowable under the Title 9 of the California Code of Regulations.

b. CONTRACTOR shall ensure that all medically necessary covered SMHS are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.

c. CONTRACTOR shall ensure:

    1. The availability of all SMHS to address emergency psychiatric conditions twenty-four (24) hours a day, seven (7) days a week.

    2. The availability of SMHS to address urgent conditions twenty-four (24) hours a day, seven (7) days a week.

    3. The availability of SMHS within sixty (60) miles or ninety (90) minutes of travel for all beneficiaries.

    4. Timely access to routine SMHS, as determined by COUNTY to be required to meet needs.

d. CONTRACTOR shall, to the extent feasible, allow Medi-Cal beneficiaries to choose the person/agency providing the services.

e. Beneficiaries shall be assigned a care coordinator/care manager and linked to physical health care, dental services, benefits, employment, schools, training, transportation, and other non-mental health services as needed. Services shall also be coordinated with FQHC/RHC, Probation, COUNTY agencies and community agencies, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that ROI promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed

regularly to ensure client access to appropriate care for mental health and physical health needs.

f. CONTRACTOR shall provide outpatient specialty mental health services. Outpatient specialty mental health services shall be provided to beneficiaries who meet medical necessity and the criteria for access to SMHS. Outpatient Services may be provided in the home, clinic, or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be beneficiary driven and culturally sensitive.

g. CONTRACTOR may provide Targeted Case Management services to assist beneficiaries to receive appropriate services, arrange transportation to appointments and/or activities when needed, and help them perform activities of daily living. Targeted Case Management services are defined as services furnished to assist individuals in gaining access to needed medical, alcohol and drug treatment, social, educational, and other services, and to monitor client progress.

h. CONTRACTOR shall provide Therapeutic Behavioral Services (TBS) to beneficiaries that meet the eligibility requirements for TBS. TBS is defined as intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age twenty-one (21) with full scope Medi-Cal. Individuals receiving these services have serious emotional disturbances, are experiencing stressful transitions or life crises, and need additional short-term, specific support services to achieve outcomes specified in their client plans.

    1. If the beneficiary is living at home, a TBS staff person can work one-to-one with the child or youth to reduce severe behavior problems to try to keep the beneficiary from needing a higher level of care.

    2. If the beneficiary is placed outside of their home, living in a group home or a short-term residential therapeutic program for children, adolescents, and young people with very serious emotional problems, a TBS staff person can work with the child or youth so they may be able to move to a lower level of care, such as a foster home or back home. TBS will help families, caregivers, or

guardians learn new ways of addressing problem behavior and ways of increasing the kinds of behavior that will allow the child or youth to be successful. The beneficiary, the TBS staff person, and the family, caregiver, or guardian will work together as a team to address problematic behaviors for a short period, until the child or youth no longer needs TBS.

i. CONTRACTOR shall provide, as clinically appropriate, Parent Child Interaction Therapy (PCIT). PCIT shall be provided by staff trained in PCIT. PCIT is an empirically supported treatment with emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns. Parents are taught specific skills to establish a nurturing and secure relationship with their child while increasing their child's pro-social behavior and decreasing negative behavior. PCIT shall be available to families with children ages two (2) through eight (8).

j. CONTRACTOR may provide Therapeutic Foster Care (TFC). TFC is a short-term, intensive, highly coordinated, trauma-informed, individualized intervention provided by a TFC Foster Parent to the child or youth that has identified complex emotional and behavioral needs and is guided/supervised by a licensed or waivered clinician.

k. CONTRACTOR shall provide, as clinically appropriate, Intensive Care Coordination (ICC). ICC services offer targeted case management services which include assessment of, care planning for, and coordination of services for children and youth.

l. CONTRACTOR shall provide, as clinically appropriate, Intensive Home Based Services (IHBS). IHBS offers individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's or youth's functioning. Interventions are aimed at helping the child/youth build skills for successful functioning in the home and community, as well as improving the family's ability to help the child/youth successfully function in the home and community.

m. CONTRACTOR will use the following outcome measurement tools: Based on client's age, the Adult Needs and Strengths Assessment (ANSA), Child Assessment of Needs and Strengths 50 (CANS-50), and the Pediatric Symptom Checklist (PSC-35), to measure clients' functioning. The frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall

be collected at the beginning of treatment, every six (6) months following the first administration, and at the end of treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration. CONTRACTOR shall provide BHRS with outcome measure tool data. CONTRACTOR will ensure staff are trained annually on the measurement tools.

n. Psychiatric emergencies shall be assessed and referred to the appropriate level of the multi-tiered crisis service. Dispositions to crisis or twenty-four (24) hour care services shall be based on medically necessary interventions, centered on client and community safety, and rapid stabilization of the crisis episode.

II. Documentation Requirements

a. CONTRACTOR will follow all documentation requirements required per the COUNTY MHP and in compliance with federal, state and COUNTY requirements.

b. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

c. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

III. Assessment

a. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

b. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements and document the assessment in the client's medical record.

c. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge.

d. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

IV. ICD-10

a. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

b. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

c. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

V. Problem List

a. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

b. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

c. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

d. The problem list shall include, but is not limited to, all elements as required per MHP and DHCS.

e. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified by the MHP.

VI. Treatment and Care Plans

a. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except as required by the MHP and additional guidance from DHCS that may follow after execution of this Agreement.

VII. Progress Notes

a. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

b. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

c. Progress notes shall include all elements required, whether the note be for an individual or a group service.

d. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

e. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

VIII. Transition of Care Tool

a. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, in order to ensure continuity of care.

b. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

c. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

IX. Telehealth

a. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

b. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

c. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

d. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as required by MHP.

e. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

X. Consumer Rights

a. CONTRACTOR shall ensure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall ensure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate contracted/employed by COUNTY to ensure proper client interactions and interventions.

XI. Client Records

a. CONTRACTOR shall maintain client records. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of the clients' health care information. Records shall be organized in a systematic fashion and stored according to

licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, ASO and Mendocino COUNTY BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed ROI. CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino COUNTY BHRS requirements for client confidentiality and record security. Client records shall be kept and maintained for ten (10) years from the last date that the client received services. For minors, client records shall be kept and maintained until the minor reaches the age of maturity (eighteen (18) years) plus an additional ten (10) years from the last date the client received services.

XII. Evidenced Based Practices

a. CONTRACTOR shall provide, when possible and clinically appropriate, specialty mental health treatment that includes the following evidence-based practices: Cognitive Behavioral Therapy, Parent Child Interactive Therapy (PCIT), Trauma-Focused Cognitive Behavioral Treatment (TF-CBT), Alternatives for Families-CBT (AF-CBT), Motivational Interviewing (MI), and Positive Parenting Program (Triple P). CONTRACTOR's clinicians shall have the requisite training needed to provide these services. Adjunctive modalities include Sand Tray, Somatic Therapy, Play Therapy, and Art.

XIII. Mental Health Services for Medi-Cal Recipients

a. CONTRACTOR shall offer a range of programs that are available to qualifying beneficiaries who are Medi-Cal eligible:

1. Outpatient specialty mental health treatment services for children and youth under age eighteen (18).

2. Outpatient specialty mental health treatment services for TAY youth, age eighteen (18) through twenty-four (24).

3. Outpatient specialty mental health treatment services for adults, age twenty-five (25) and over.

4. Outpatient mental health services within the schools, community, and CONTRACTOR's offices

b. CONTRACTOR shall offer the following range of SMHS to Medi-Cal beneficiaries:

1) Assessment Evaluation.

2) Plan Development.

3) Therapy – Individual/Family/Group

4) Collateral.

5) Rehabilitation.

6) Target Case Management.

7) Intensive Care Coordination

8) Intensive Home Based Services

9) Therapeutic Foster Services

c. CONTRACTOR shall ensure use of an Electronic Health Record (EHR). The EHR allows CONTRACTOR to enter client data, upload clinical documents, enter progress notes, and track outcome data. CONTRACTOR shall use the EHR connected with the MHP system of care.

d. CONTRACTOR will ensure timely access to services. CONTRACTOR will ensure date of first assessment service is within ten (10) business days from date of beneficiary's request. Services should be provided in a timely manner as required by DHCS and/or the COUNTY of Mendocino MHP Agreement. Should CONTRACTOR be outside the required timeframes, a Notice of

Adverse Benefit Determinations (NOABD) Failure to Provide Timely Access to Service (Timely Access Notice) will be sent to the client within two (2) business days. A copy of the NOABD shall be added to the client EHR and the CONTRACTOR will notify the COUNTY and ASO.

e. CONTRACTOR shall conduct client billing in accordance with the DHCS Mental Health Services Division Medi-Cal Billing Manual and the Mendocino COUNTY Mental Health Policy and Procedure, "Claims Processing and Payment to Contract provider under the Mental Health Medi-Cal Managed Care Plan". All coordination of benefits procedures must be followed. CONTRACTOR shall be liable for any exceptions and shall reimburse COUNTY for any recoupments ordered by the State or COUNTY. COUNTY shall only reimburse CONTRACTOR for services provided to Medi-Cal and Indigent beneficiaries upon receipt of a valid Explanation of Medicare Benefits.

XIV. Cultural Competency

1. CONTRACTOR shall strive to hire Therapists and other staff who are bilingual and culturally responsive.

2. CONTRACTOR shall provide culturally competent services. CONTRACTOR shall coordinate with COUNTY to comply with annual cultural competency skills training for its staff.

3. Areas of focus in the implementation of the Cultural Competency Plan shall include, but not be limited to, elimination of the disparities in service delivery to special populations (Latino and Native American clients).

4. CONTRACTOR shall provide copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training and other trainings provided to CONTRACTOR staff as occurs.

5. CONTRACTOR shall ensure that all relevant cultural and linguistic standards of care are incorporated into service delivery.

6. CONTRACTOR shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.

7. CONTRACTOR and/or subcontractors shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.

XV. Availability and Accessibility of Services.

a. CONTRACTOR shall ensure the availability and accessibility of medically necessary services. At a minimum, CONTRACTOR shall:

1) Provide adequate access to all services covered under this contract, taking into consideration all of the following:

a. Anticipated number of one hundred fifty (150) to two hundred fifty (250) Medi-Cal eligible children, age zero (0) to seventeen (17).

b. Anticipated number of fifty (50) to one hundred (100) Medi-Cal eligible TAY, age eighteen (18) to twenty-four (24).

c. Expected to maintain cultural competency.

d. Expected to inform ASO when not accepting new beneficiaries.

e. Expected to verify credentialing for the services being provided.

1. Referrals may come from families and the community at large, the Schools, the Department of Social Services, Redwood Community Crisis, BHRS, Probation, Law Enforcement, Victim Witness, First 5, self-referred, and community based organizations. CONTRACTOR shall ensure that children ages zero (0) to five (5) who have been screened to be at risk for developing more serious mental health problems receive appropriate early mental health intervention.

b. CONTRACTOR shall offer hours of operation during which services are provided to Medi-Cal beneficiaries that are no less

than the hours of operation offered to non-Medi-Cal beneficiaries, commercial clients or comparable to Medi-Cal fee-for-service clients.

c. CONTRACTOR shall adhere to a “no wrong door” Access System to provide services. No wrong door access means that community members in need of services can present at any contracted Mendocino COUNTY mental health service program and receive help or services. More importantly the client will be engaged and assisted to meet his/her needs. When Mendocino COUNTY residents access services they will be provided with "no wrong door" access to avoid delays or long waits for mental health service regardless of where they live within Mendocino COUNTY, without regard to their financial ability, and in compliance with COUNTY of Mendocino MHP Agreement rules and regulations for services.

d. If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A NOABD Denial/Limited Authorization of a Requested Service (Denial Notice) shall be provided to all beneficiaries within two (2) business days who, upon initial screening or assessment, do not meet medical necessity criteria. A copy of the NOABD shall be added to the client EHR and the CONTRACTOR will notify ASO. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish.

e. Direct services shall be provided in the client's preferred language or American Sign Language (ASL), if required. Language assistance, if needed, will be provided through the use of competent bilingual staff, staff interpreters, contractors, or formal arrangements with organizations providing interpretation or translation services. Language taglines shall be attached to vital documents, which shall be provided in current threshold languages. Accommodations to support access to vital documents shall be made available for free for those beneficiaries with disabilities.

f. CONTRACTOR shall provide appropriate service referrals and authorizations within a Continuum of Care (CoC) appropriate to client's mental health needs.

g. CONTRACTOR shall assign and track Care Coordinator/Care Manager to assist beneficiaries with transportation, coordination with primary care, community agencies, and/or substance abuse needs.

h. CONTRACTOR shall provide assistance, linkage, and referrals to beneficiaries accessing services. Beneficiaries may be accessing services through Community Based Organizations, FQHC, RHC, several Indian Health Clinics, three Hospital Emergency Rooms, Redwood Coast Regional Center, and other community agencies.

i. CONTRACTOR shall provide mental health assessments and referrals; supportive care management services; substance abuse linkage and referrals; and integration with primary care.

j. CONTRACTOR shall provide to beneficiaries the required information pamphlets that include Client Rights, Notice of Privacy Practices, Grievance and Appeals Process Brochure, Advanced Directives Brochure, EPSDT Membership Handbook, Provider Directory, Mental Health Plan Beneficiary Handbook, and language taglines.

k. If CONTRACTOR determines that it is unable to provide access to all services covered under this contract, CONTRACTOR shall notify ASO in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with ASO to develop a plan for the provision of needed access and/or services to meet the COUNTY of Mendocino MHP Agreement requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

l. CONTRACTOR shall provide links to COUNTY of their list of individual provider staff and maintain a current list of their individual provider staff on their websites. COUNTY will maintain links on its website.

15. DISCHARGE CRITERIA AND PROCESS

A. CONTRACTOR will engage in discharge planning beginning at intake for each client served under this agreement. Discharge planning will include

regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

B. When possible, discharge will include treatment at a lower level of care or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

I. CONTRACTOR shall follow discharge criteria as outlined the in the COUNTY MHP policies and procedures.

16. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

A. CONTRACTOR shall follow program or services specific authorization requirements as outlined the in the COUNTY MHP policies and procedures.

17. CLIENT PROTECTIONS

A. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

I. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR must be immediately forwarded to the COUNTY's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

II. CONTRACTOR shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

III. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by CONTRACTOR within the specified timeframes using the template provided by the COUNTY.

IV. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes

the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the COUNTY. The CONTRACTOR must inform the COUNTY immediately after issuing a NOABD.

V. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

VI. CONTRACTOR must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

VII. CONTRACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the COUNTY and available upon request to DHCS.

B. Advanced Directives

CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

C. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

D. Client Rights

CONTRACTOR shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100. Thursday, July 13: after 12:00 p.m. EST Friday, July 14: after 12:00 p.m. EST

18. Client Informing Materials

A. Basic Information Requirements

I. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

II. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

III. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

IV. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

V. Client information required in this section may only be provided electronically by the CONTRACTOR if <u>all</u> of the following conditions are met:

a. The format is readily accessible;

b. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

c. The information is provided in an electronic form which can be electronically retained and printed;

d. The information is consistent with the content and language requirements of this agreement;

e. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

B. Language and Format

I. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

II. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

III. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

a. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

IV. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

V. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

a. Guide to Medi-Cal Mental Health Services

b. COUNTY Beneficiary Handbook

c. Provider Directory

d. Advance Health Care Directive Form (required for adult clients only)

e. Notice of Language Assistance Services available upon request at no cost to the client

f. Language Taglines

g. Grievance/Appeal Process and Form

h. Notice of Privacy Practices

i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

II. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

III. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

IV. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

VI. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

b. Mails a printed copy of the information upon the client's request to the client's mailing address;

c. Provides the information by email after obtaining the client's agreement to receive the information by email;

d. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

I. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

II. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

III. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.

IV. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

19. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

A. CONTRACTOR shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

B. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

I. CONTRACTOR shall comply with the COUNTY's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the COUNTY to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

II. CONTRACTOR shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the COUNTY in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the COUNTY, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. CONTRACTOR shall measure, monitor, and annually report to the COUNTY its performance.

III. CONTRACTOR shall implement mechanisms to assess client/family satisfaction based on COUNTY's guidance. The CONTRACTOR shall assess client/family satisfaction by:

a. Surveying client/family satisfaction with the CONTRACTOR's services at least annually.

b. Evaluating client grievances, appeals and State Hearings at least annually.

c. Evaluating requests to change persons providing services at least annually.

d. Informing the COUNTY and clients of the results of client/family satisfaction activities.

IV. CONTRACTOR, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

V. CONTRACTOR shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the CONTRACTOR at least annually and shared with the COUNTY.

VI. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.

VII. CONTRACTOR shall collaborate with COUNTY to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

VIII. CONTRACTOR shall attend and participate in the COUNTY's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI

actions, and ensure follow-up of QI processes. CONTRACTOR shall ensure that there is active participation by the CONTRACTOR's practitioners and providers in the QIC.

IX. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.

X. CONTRACTOR shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

C. NETWORK ADEQUACY

I. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

II. CONTRACTOR shall submit, when requested by ASO and in a manner and format determined by the COUNTY, network adequacy certification information to ASO, utilizing a provided template or other designated format.

III. CONTRACTOR shall submit updated network adequacy information to ASO any time there has been a significant change that would affect the adequacy and capacity of services.

IV. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

D. TIMELY ACCESS

I. CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting COUNTY and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The COUNTY shall monitor CONTRACTOR to

determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

II. Timely access standards include:

a. CONTRACTOR must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the CONTRACTOR's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another COUNTY.

b. CONTRACTOR shall provide prompt access to screening, assessment, and triage. CONTRACTOR shall monitor and document the amount of time from initial request for services to first billable visit, client language, all service requests, and outcomes from initial contact. This data, including wait times, for requested services shall be provided to ASO on a monthly basis in a format specified by the COUNTY.

c. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.

d. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

e. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's

record that a longer waiting period will not have a detrimental impact on the health of the client.

f. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

E. PRACTICE GUIDELINES

I. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

b. They consider the needs of the clients;

c. They are adopted in consultation with contracting health care professionals; and

d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

II. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

F. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

I. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

II. SMHS licensed individuals required to enroll via the “Ordering, Referring and Prescribing” (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

G. REPORTING UNUSUAL OCCURRENCES

I. CONTRACTOR shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

II. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

a. Complete written description of event including outcome;

b. Written report of CONTRACTOR’s investigation and conclusions;

c. List of persons directly involved and/or with direct knowledge of the event.

III. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

H. CONTRACTOR shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:

I. Quality Management

1. CONTRACTOR shall adhere to the Quality Management program that defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.

2. CONTRACTOR shall work with ASO, as outlined in this contract. CONTRACTOR shall provide to ASO all requested data reports necessary for quality assurance, performance improvement, and utilization review.

3. ASO will act as the Point of Authorization (POA) for SMHS for beneficiaries. CONTRACTOR shall work with ASO on services that require prior or concurrent authorization.

4. CONTRACTOR shall work with ASO to ensure that beneficiaries have appropriate access to SMHS. CONTRACTOR shall work with ASO to assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the services provided and utilization of the services. ASO will provide this information to COUNTY and report this information at Utilization Management meetings monthly.

5. ASO will evaluate appropriateness and efficiency of services provided to beneficiaries. ASO will track utilization of data to show client outcomes and performance indicators over time. ASO will track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services. ASO will provide this information to COUNTY and report this information at Utilization Management meetings monthly. CONTRACTOR shall work with ASO to facilitate ASO's duties outlined in this paragraph.

6. ASO shall conduct performance monitoring activities throughout CONTRACTOR’s operations. These activities shall include, but are not limited to, beneficiary system outcomes, utilization management, utilization review, subcontractor appeals, credentialing, and monitoring and resolution of beneficiary grievances. ASO will provide information and training and agencies are required to pass these onto relevant staff and providers. CONTRACTOR will provide ASO with evidence of trainings.

7. CONTRACTOR shall ensure coordination of care with community health centers, law enforcement, COUNTY jail, acute care hospitals, Public Guardians, Substance Use Disorder Treatment (SUDT), and any other entity identified by COUNTY.

8. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. ASO shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.

9. CONTRACTOR shall provide links to the COUNTY of their list of individual provider staff and maintain a current list of the individual provider staff on their website(s).

10. If CONTRACTOR is not in compliance ASO or COUNTY will start the corrective action plan (CAP) process. ASO shall continue to work with CONTRACTOR until CONTRACTOR is in compliance with the requirement or CONTRACTOR services have been terminated. CONTRACTOR shall cooperate to implement all corrections required by the CAP within thirty (30) days or as agreed in writing between the parties. Failure by CONTRACTOR to comply with the CAP shall be grounds for termination of this Agreement.

11. CONTRACTOR agrees to comply will all applicable Medicaid laws, regulations and contract provisions, including the terms of the 1915(b) Waiver any Special Terms and Conditions, and all COUNTY information notices.

12. CONTRACTOR shall ensure that all relevant cultural and linguistic standards of care are incorporated into service delivery.

13. CONTRACTOR shall work with ASO to ensure CONTRACTOR adheres to COUNTY and COUNTY of Mendocino MHP Agreement requirements for beneficiary grievances, appeals, fair hearings, and change of provider requests. CONTRACTOR shall ensure COUNTY receives all original documentation of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY

shall work with ASO and CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.

14. CONTRACTOR shall provide ASO and COUNTY all requested information and data to maintain compliance with Mendocino COUNTY MHP agreement and all state and federal laws and regulations. Information and data may be requested monthly to remain in compliance with set standards.

15. CONTRACTOR shall give beneficiaries timely and adequate notice of any adverse benefit determination in writing, consistent with the requirements in 42 Code of Federal Regulations section§ 438.10.

16. CONTRACTOR shall follow the COUNTY policies and procedures in regards to NOABD. CONTRACTOR shall provide a NOABD to a beneficiary when one (1) of the following actions are taken:

    a. The denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;

    b. The reduction, suspension, or termination of a previously authorized service;

    c. The denial, in whole or in part, of payment for a service;

    d. The failure to provide services in a timely manner;

    e. The failure to act within the required timeframes for standard resolution of grievances and appeals; or

    f. The denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities.

17. CONTRACTOR shall use the COUNTY's uniformed templates. CONTRACTOR must adhere to the following timeframes for sending NOABDs:

a. For termination, suspension, or reduction of a previously authorized specialty mental health and/or Drug Medi-Cal Organized Delivery System (DMC-ODS) service, at least ten (10) days before the date of action, except as permitted under 42 Code of Federal Regulations sections§§ 431.213 and 431.214.

b. For denial of payment, at the time of any action denying the provider's claim; or,

c. For decisions resulting in denial, delay, or modification of all or part of the requested specialty mental health and/or DMC-ODS services, within two (2) business days of the decision.

d. For NOABDs, CONTRACTOR must communicate any NOABD to the affected provider within twenty-four (24) hours of making the decision.

II. Performance Improvement

a. At the request of ASO, CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide ASO all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:

1. Service delivery capacity;

2. Service delivery system and meaningful clinical issues;

3. Service accessibility;

4. Continuity of care and coordination of care; and

5. Beneficiary satisfaction.

b. CONTRACTOR shall use ASO approved clinical documentation and forms. CONTRACTOR shall obtain approval from ASO before using

a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain ASO approval may result in the inability of CONTRACTOR to bill for services.

c. ASO shall conduct regular clinical chart and treatment authorization reviews. COUNTY shall conduct regular chart reviews and site reviews as necessary. CONTRACTOR will make available, for purposes of a review, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries. ASO shall notify CONTRACTOR in writing the results of the review. A CAP shall be issued for any items found out of compliance during chart reviews. CONTRACTOR shall cooperate to implement all corrections required by the CAP within thirty (30) days or as agreed in writing between the parties. Failure by CONTRACTOR to comply with the CAP shall be grounds for termination of this Agreement.

d. CONTRACTOR shall participate in COUNTY identified continuous performance improvement projects that ensure the appropriateness and effectiveness of SMHS and meet the needs of the client. CONTRACTOR shall work with ASO and COUNTY to design and implement interventions for improving performance, and measure the effectiveness of interventions.

e. CONTRACTOR shall work with COUNTY to complete a minimum of two Performance Improvement Projects (PIP) each fiscal year, one (1) clinical and one (1) non-clinical. CONTRACTOR shall provide COUNTY with all required information and data to be in compliance with the PIP requirements. These PIPs will measure performance using objective quality indicators and demonstrate planning for increasing or sustaining improvement.

f. CONTRACTOR shall ensure that all identified issues are tracked over time and reported to the ASO.

g. CONTRACTOR shall provide reports and performance data to ASO for meetings, such as Quality Improvement/Quality Management, Behavioral Health Advisory Board (BHAB), Utilization Management, Mental Health Services Act, and Quality Improvement Committee meetings.

h. CONTRACTOR shall attend meeting such as, Quality Improvement Committee and Mental Health Services Act to present information and date regarding their programs.

i. CONTRACTOR shall work with ASO to ensure that CONTRACTOR participates in COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to ASO all surveys by the due date. CONTRACTOR shall work with ASO and COUNTY to use the data to identify trends and opportunities for improvement.

III. Utilization Review

1. CONTRACTOR shall be responsible for ensuring that beneficiaries have appropriate access to SMHS. CONTRACTOR shall assess the capacity of service delivery and accessibility of CONTRACTOR's services to beneficiaries; this includes monitoring the number, type, and geographic distribution of mental health services provided by CONTRACTOR.

2. CONTRACTOR shall evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. CONTRACTOR shall track utilization of data to show client outcomes and performance indicators over time. CONTRACTOR shall track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services. This information shall be provided to ASO.

3. CONTRACTOR shall adhere to COUNTY of Mendocino MHP Agreement requirements for processing requests for initial, continuing, and concurrent authorizations of services. Authorization decisions shall be made within the timeframe set by Title 42, Code of Federal Regulations section§ 438.210(d). Prior authorization is not required for the following services: Crisis Intervention, Crisis Stabilization, Assessment, Plan Development, Rehabilitation, Targeted Case Management, Intensive Care Coordination, and Medication Support Services. Prior authorization, through a treatment authorization request (TAR), is required for Intensive Home-Based Services, Day Treatment Intensive, Day Rehabilitation, Therapeutic Behavioral Services, and Therapeutic Foster Care. CONTRACTOR shall adhere to all documentation required for services that require a TAR.

4. CONTRACTOR shall issue NOABDs, per the COUNTY of Mendocino MHP Agreement requirements, within the timeframe set forth in 42 Code of Federal Regulations section§438.404(c). A copy of the NOABD shall be added to the client EHR and the CONTRACTOR will notify ASO. ASO shall provide to COUNTY a copy of all NOABDs monthly.

IV. Compliance

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

2. CONTRACTOR shall maintain compliance with all COUNTY of Mendocino MHP Agreement, State and Federal requirements. If CONTRACTOR does not maintain compliance, COUNTY shall issue a CAP. CONTRACTOR shall cooperate to implement all corrections required by the CAP within thirty (30) days or as agreed in writing between the parties. Failure by CONTRACTOR to comply with the CAP shall be grounds for termination of this Agreement.

3. CONTRACTOR shall meet all site requirements for Medi-Cal certification. COUNTY shall certify all CONTRACTOR sites and recertify every three (3) years. COUNTY shall conduct site reviews to verify that all subcontractors are in compliance with Medi-Cal site certification requirements. If CONTRACTOR is found out of compliance, CONTRACTOR shall receive a CAP from COUNTY. CONTRACTOR shall cooperate to implement all corrections required by the CAP within thirty (30) days or as agreed in writing between the parties. Failure by CONTRACTOR to comply with the CAP shall be grounds for termination of this Agreement. Failure to comply with the CAP may also result in termination of CONTRACTOR's Medi-Cal certification.

4. CONTACTOR shall ensure that all personnel and providers are certified and recertified according to Title 9 of the California Code of Regulations. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a head of service during the period of exclusion.

5. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

6. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

7. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

    i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

    ii. A history of loss of license or felony convictions;

    iii. A history of loss or limitation of privileges or disciplinary activity;

    iv. A lack of present illegal drug use; and

    v. The application's accuracy and completeness

    vi. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

    vii. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

8. In performing the obligations defined herein, CONTRACTOR shall employ and contract only with personnel and providers having the skill necessary to meet the requirements of such obligations. CONTRACTOR shall conduct diligent investigation of potential and existing personnel and providers designed to reveal signs, behavior patterns or indications that reasonably place into doubt the trustworthiness, fitness, discretion or ability of such personnel and providers to perform the obligations defined herein. CONTRACTOR shall document such investigation in writing and make said documentation available for COUNTY's inspection upon request. CONTRACTOR shall not employ or contract with, and shall remove from performing the obligations defined herein, personnel and providers for whom investigation reveals matters that reasonably place into doubt the trustworthiness, fitness, discretion or ability of potential personnel and providers to perform such obligations and replace such personnel and providers with a qualified alternate. If COUNTY states a concern about the suitability of any personnel or provider to perform the obligations defined herein, CONTRACTOR shall immediately initiate and diligently conclude an investigation into said personnel or provider designed to reveal signs, behavior patterns or indications that reasonably place into doubt the trustworthiness, fitness, discretion or ability of such personnel and providers to perform such obligations. If the results of an investigation reasonably places into doubt the trustworthiness, fitness, discretion or ability of said personnel and providers to perform the obligations defined herein, CONTRACTOR shall immediately remove such personnel and provider from performing such obligations and replace such personnel and providers with a qualified alternate. "Personnel" and "provider" includes CONTRACTOR's employees and subcontractors, whether at a management or non-management level. CONTRACTOR shall include in its contracts with personnel and providers a term permitting removal of personnel and providers pursuant to the foregoing provisions.

9. Additionally, CONTRACTOR shall, prior to offering employment or contracting with any personnel or provider, complete a verification process. This verification process shall be performed according to the following:

    i. Screening New Personnel and Providers:

a) For all licensed, waivered, registered, and/or certified providers, CONTRACTOR shall verify and document the following items through a primary source, as applicable. When applicable to the provider type, the information must be verified by CONTRACTOR, unless CONTRACTOR can demonstrate that required information has been previously verified by the applicable licensing, certification, and/or registration board:

1. The appropriate license and/or board certification or registration, as required for the particular provider type.

2. Evidence of graduation or completion of any required education, as required for the particular provider type.

3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type.

4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

5. Possession of a current National Provider Identifier (NPI) on the National Plan and Provider Enumeration System (NPPES) website.

b) CONTRACTOR shall verify and document the following information for personnel, network provider, and contracted providers as applicable, but need not verify this information through a primary source:

a) Work history.

b) Hospital and clinic privileges in good standing.

c) History of any suspension or curtailment of hospital and Clinic privileges.

d) Current Drug Enforcement Administration identification number.

e) National Provider Identifier number.

f) Current malpractice insurance in an adequate amount, as required for the particular provider type.

g) History of liability claims against the provider.

h) Provider information, if any, entered in the National Practitioner Data Bank, when applicable. (https://www.npdb.hrsa.gov).

i) History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the BHRS provider network. This list is available at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp.

j) History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

c) CONTRACTOR shall require all personnel, network providers and contracted providers to undergo fingerprinting, as required by position type.

1. For clinical and medical staff credentials are verified according to the following:

i. NPPES is verified at https://npiregistry.cms.hhs.gov/.

ii. Psychologists, social workers, marriage and family therapists and licensed professional counselors, licenses, interns and registrants are verified at www.breeze.ca.gov.

iii. Psychologist candidates must be waivered or a waiver application will be submitted to the DHCS. A copy of the waiver will be obtained and tracked.

iv. SUDT counselors are certified via one (1) of the DHCS recognized accredited organizations.

v. Drug Enforcement Administration (DEA) https://www.dea.gov/.

2. For all personnel, network providers, and contracted providers an exclusion review shall be conducted utilizing the following exclusion lists:

   i. Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE).

   ii. DHCS Medi-Cal List of Suspended and Ineligible Providers.

   iii. Social Security Administration's Death Master File (at hiring only).

   iv. System Award Management (SAM) Database.

3. Medical Doctors (MDs), Osteopaths (DOs), Nurse Practitioners (NPs), Psychologists, Marriage and Family Therapists (MFTs), Licensed Clinical Social Workers (LCSWs) are checked for Medicare opt-out at:

https://med.noridianmedicare.com/web/jeb/enrollment/opt-out/opt-out-listing.

4. MDs, DOs, NPs will provide evidence that they have registered at the State of California Department of Justice Controlled Substance Utilization Review and Evaluation System (CURES) located at https://cures.doj.ca.gov.

5. For all potential employees, a Live Scan fingerprinting criminal background check is conducted by Staff Resources to ensure that the individual is cleared for employment by U.S. Department of Justice (DOJ). Those results are then shredded as required by DOJ.

6. Record Retention: Records of the background screenings shall be in accordance with personnel record retention requirements.

10. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

    i. Ongoing Monthly checks:

        a) CONTRACTOR shall ensure all personnel, network providers, and contracted providers are screened monthly against the exclusion lists and verifications:

            1. Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE).

            2. Medi-Cal List of Suspended and Ineligible Providers.

3. System Award Management (SAM) Database.

4. Active License, Registration or Intern.

5. National Plan and Provider Enumeration System (NPPES).

b) Record Retention: Records of the monthly checks shall be kept for ten (10) years before being destroyed.

ii. Screening Findings:

1) If an individual or entity is found to be excluded on the above named databases, CONTRACTOR shall not hire/contract with the individual to provide services under this contract.

2) If an individual is found to be excluded on a monthly review CONTRACTOR will immediately terminate such individual from providing services and notify ASO and COUNTY, and claims to federal and state funds will be blocked by the COUNTY.

3) Ensuring all clinical and medical providers (or as required by Title 42 of the Code of Federal Regulations, Part 455, Subparts B and E) must enroll in the Medi-Cal program through the DHCS Provider Enrollment Division (PED) by enrolling through DHCS' Provider Application and Validation for Enrollment (PAVE) portal. Types of providers subject to Medi-Cal enrollment include but are not limited to:

a) Licensed Counselor.

b) Licensed Clinical Social Worker.

c) Licensed Marriage and Family Therapist.

d) Licensed Professional Clinical Counselor.

e) Marriage & Family Counselor.

f) Nurse Practitioner.

g) Physician (MD).

h) Osteopath (DO).

i) Physician Assistant.

4) Verifying with the appropriate state professional licensing agencies that the individual has a valid clinical license. This should be completed prior to the start of employment and yearly thereafter. A copy will be printed and retained upon hire and annually in January or July for all licensed registered professionals. CONTRACTORs shall provide copies of the printout to ASO. CONTRACTOR is required to track all licensed, waivered, and registered staff renewal dates. Any problems should be immediately discussed with ASO and the COUNTY Quality Assurance (QA)/ Quality Improvement (QI) Manager. CONTRACTORs shall track all licensed, waivered, and registered staff renewal dates within their staff, network providers, and contracted providers. CONTRACTOR shall notify RMQC and COUNTY of any staff, network provider, or contracted provider with a professional license on probation or under investigation. Personnel, network provider, or contracted provider currently on probation or under investigation by the licensing board, may be barred by COUNTY from providing SMHS.

5) Notification of Breach or Improper Disclosure: The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:

a) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by ASO; or immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.

b) In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall indemnify COUNTY for any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

a. CONTRACTOR will collaborate with the COUNTY in the collection and reporting of performance outcome data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS. Measures relevant to this agreement are indicated below (check all that apply):

☐ Adherence to Antipsychotic Medications for Individuals with Schizophrenia (BH Core Set measure SAA-AD)
☐ Antidepressant Medication Management (BH Core Set measure AMM-AD)
☐ Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (BH Core Set measure APP-CH)
☒ Follow-Up After Hospitalization for Mental Illness (BH Core Set measure FUH)
☒ Percentage of clients offered timely initial appointments, and timely psychiatry appointments, by child and adult.
☒ Percentage of high-cost clients receiving case management services
☒ Follow up After Emergency Department Visit for Mental Illness (FUM)

20. CHART AUDITING AND REASONS FOR RECOUPMENT

1. MAINTENANCE OF RECORDS

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

2. ACCESS TO RECORDS

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

3. FEDERAL, STATE AND COUNTY AUDITS

A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), COUNTY will conduct monitoring and oversight activities to review CONTRACTOR's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between CONTRACTOR and COUNTY.

4. INTERNAL AUDITING

A. CONTRACTORs of sufficient size as determined by COUNTY shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

B. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR's internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

5. CONFIDENTIALITY IN AUDIT PROCESS

A. CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. CONTRACTOR shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

B. CONTRACTOR's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

C. CONTRACTOR's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the COUNTY. All statistical data or information requested by the Director shall be provided by the CONTRACTOR in a complete and timely manner.

6. REASONS FOR RECOUPMENT

A. COUNTY will conduct periodic audits of CONTRACTOR files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

B. Such audits may result in requirements for CONTRACTOR to reimburse COUNTY for services previously paid in the following circumstances:

I. Identification of Fraud, Waste or Abuse as defined in federal regulation

a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

b. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf

II. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.

III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS.

C. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. COOPERATION WITH AUDITS

A. CONTRACTOR shall cooperate with COUNTY in any review and/or audit initiated by COUNTY, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

B. In addition, CONTRACTOR shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.

C. CONTRACTOR shall notify the COUNTY of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. COUNTY shall reserve the right to attend any or all parts of external review processes.

D. CONTRACTOR shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

21. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

A. CONTRACTOR shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.

II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

V. Effective lines of communication between the Compliance Officer and the organization's employees.

VI. Enforcement of standards through well-publicized disciplinary guidelines.

VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.

VIII. The requirement for prompt reporting and repayment of any overpayments identified.

B. CONTRACTOR must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. CONTRACTOR must report fraud and abuse information to the COUNTY including but not limited to:

I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).

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

C. CONTRACTOR shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

D. CONTRACTOR shall make prompt referral of any potential fraud, waste or abuse to COUNTY or potential fraud directly to the State Medicaid Fraud Control Unit.

E. COUNTY may suspend payments to CONTRACTOR if DHCS or COUNTY determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).

F. CONTRACTOR shall report to COUNTY all identified overpayments and reason for the overpayment, including overpayments due to potential fraud.

CONTRACTOR shall return any overpayments to the COUNTY within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

22. INTEGRITY DISCLOSURES

A. CONTRACTOR shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by COUNTY, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of CONTRACTOR. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)

B. Upon the execution of this Contract, CONTRACTOR shall furnish COUNTY a Provider Disclosure Statement, which, upon receipt by COUNTY, shall be kept on file with COUNTY and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the COUNTY within 35 days of the change. (42 C.F.R. § 455.104.)

C. CONTRACTOR must disclose the following information as requested in the Provider Disclosure Statement:

I. Disclosure of 5% or More Ownership Interest:

a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

II. Disclosures Related to Business Transactions:

a. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

b. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

b. COUNTY shall terminate the enrollment of CONTRACTOR if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. CONTRACTOR must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in CONTRACTOR ownership or upon request of COUNTY. COUNTY may refuse to enter into an agreement or terminate an existing agreement with CONTRACTOR if CONTRACTOR fails to disclose ownership and control interest information, information related to business transactions and information on persons

convicted of crimes, or if CONTRACTOR did not fully and accurately make the disclosure as required.

E. CONTRACTOR must provide the COUNTY with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. CONTRACTOR must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

23. REPORTING AND EVALUATION REQUIREMENTS

A. CONTRACTOR shall complete all reporting and evaluation activities as required by the COUNTY and described herein.

I. Number of individuals housed during services.

II. Number of individuals unhoused vs housed in services.

III. Number of new beneficiaries' accessing services.

IV. Number of services provided.

V. Number of services provided by provider type.

VI. Type of services provided by provider type.

VII. Number of beneficiaries who completed treatment and have not returned.

VIII. Number of beneficiaries currently in services accessing crisis services.

IX. Improve in beneficiaries CANSA/ANSA scores.

X. Number of beneficiaries access services that needed a higher level of care, ie LPS.

XI. Tracking of travel and documentation time.

XII. Additional reporting and evaluation activities as indicated by the Behavioral Health Director.

24. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

A. COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.

B. COUNTY will provide the CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.

C. COUNTY will make ongoing technical assistance available in the form of direct consultation to CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In doing so, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement.

D. Any requests for technical assistance by CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.

E. CONTRACTOR shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work. CONTRACTOR shall require all covered individuals to attend, at minimum, one compliance training annually.

I. These trainings shall be conducted by COUNTY or, at COUNTY's discretion, by CONTRACTOR staff, or both, and may address any standards contained in this agreement.

II. Covered individuals who are subject to this training are any CONTRACTOR staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting client care or medical items or services.

25. FINANCIAL TERMS

1. CLAIMING

A. CONTRACTOR shall enter claims data into the COUNTY's billing and transactional database system within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

B. Claims shall be complete and accurate and must include all required information regarding the claimed services.

C. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

2. INVOICING

A. CONTRACTOR shall invoice COUNTY for services at least monthly, in arrears, in the format directed by COUNTY. Invoices shall be based on claims entered into the COUNTY's billing and transactional database system for the prior month.

B. SMH and FSP weekly invoices shall be provided to COUNTY within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of invoices, COUNTY shall make payment within 30 days.

C. Payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY's billing and transactional database multiplied by the service rates in Exhibit B-2.

D. MHSA invoices shall be provided to COUNTY within 15 days after the close of the month in which services were rendered. Following receipt and

provisional approval of invoices, COUNTY shall make payment within 30 days.

E. COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.

4. ADDITIONAL FINANCIAL REQUIREMENTS

A. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

C. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the COUNTY failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

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

A. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

B. CONTRACTOR may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

26. ADDITIONAL FINAL RULE PROVISIONS

A. NON-DISCRIMINATION

I. CONTRACTOR shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.

II. CONTRACTOR shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

B. PHYSICAL ACCESSIBILITY

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

C. APPLICABLE FEES

I. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services,

CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.

II. CONTRACTOR will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.

III. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).

IV. The CONTRACTOR must not bill clients, for covered services, any amount greater than would be owed if the COUNTY provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

27. RIGHT TO MONITOR

A. COUNTY or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by the CONTRACTOR in any auditing or monitoring conducted, according to this agreement.

B. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by COUNTY, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event

the CONTRACTOR has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

C. The COUNTY, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

D. CONTRACTOR shall retain all records and documents originated or prepared pursuant to CONTRACTOR's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

E. CONTRACTOR shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.

G. CONTRACTOR shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by COUNTY staff.

H. CONTRACTOR shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

I. CONTRACTOR shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

J. CONTRACTOR shall submit audited financial reports on an annual basis to the COUNTY. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

K. In the event the Agreement is terminated, ends its designated term or CONTRACTOR ceases operation of its business, CONTRACTOR shall deliver or make available to COUNTY all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.

L. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the COUNTY's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of CONTRACTOR.

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

28. DATA, PRIVACY AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY AND SECURE COMMUNICATIONS

A. CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant COUNTY policies and procedures.

B. CONTRACTOR will comply with all COUNTY policies and procedures related to confidentiality, privacy, and secure communications.

C. CONTRACTOR shall have all employees acknowledge an Oath of Confidentiality mirroring that of the COUNTY, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.

D. CONTRACTOR shall not use or disclose PHI or PII other than as permitted or required by law.

2. ELECTRONIC PRIVACY AND SECURITY

A. CONTRACTOR shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. CONTRACTOR's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

B. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. CONTRACTOR shall establish

guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.

C. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. CONTRACTORs that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

D. CONTRACTOR entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.

29. ADDITIONAL REQUIREMENTS

I. COUNTY and CONTRACTOR shall review contract terms at least quarterly throughout the life of this contract.

II. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

III. CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with five percent (5%) or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is

a "high" risk to the Medi-Cal program. Disclosure of Ownership Forms will be submitted directly to the COUNTY.

IV. CONTRACTOR shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

V. CONTRACTOR in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all 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 harmless the COUNTY from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

VI. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.

VII. In carrying out the Scope of Work contained in this Exhibit A-1, 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-1, 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 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.

VIII. CONTRACTOR shall maintain compliance with Title 9 of the California Code of Regulations, the COUNTY of Mendocino MHP Agreement, Title 42 of the California Code of Regulations, HIPAA regulations, State and Federal laws, and other COUNTY of Mendocino MHP Agreement requirements for client confidentiality and record security.

IX. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES – Exhibit A-1]

EXHIBIT A-2

SCOPE OF WORK - MHSA

I. CONTRACTOR agrees to perform the services and reporting responsibilities in compliance with the COUNTY Mental Health Plan, Proposition 63 (MHSA) and with the COUNTY Mental Health Services Act Plan.

A. CONTRACTOR, in accordance with the Mental Health Services Act Plan agrees to provide Community Services and Support (CSS) services using the Integrated Care Coordination Service Model for beneficiaries through Full Service Partnerships.

1. CONTRACTOR shall provide the following CSS services as applicable to specialty mental health clients:

a. Full Service Partnerships services, which include:

i Linkage to behavioral health and other support services.

ii Life skills training.

iii Finance management support, including, benefits education and Social Security Disability Insurance (SSDI)/Supplemental Security Income (SSI) applications.

iv Patient navigation.

v Dual Diagnosis support and harm reduction education, referral and linkage to co-occurring disorders treatment.

vi Vocational and educational support.

vii Health management support, referrals and linkage to medical and behavioral health providers.

viii Self-esteem building and development of healthy social relationships, including monthly socials.

ix Coordinated Entry assessment and housing referral support services.

2. Peer Support, self-advocacy, and personalized recovery.

3. Full Service Partnership services, according to the following:

a. Linkage to individual and family counseling.

b. Linkage to other services that support the health, and well-being and stability of the client/family.

c. An assigned Care Manager.

   i Care Manager must be able to respond to or make arrangements for other qualified individuals to respond to client/family needs twenty-four (24) hours a day seven (7) days per week.

d. Documentation completed as required including but not limited to:

   i Inclusion Criteria.

   ii Partnership Assessment Form (PAF.

   iii Key Event Tracking (KET).

   iv Quarterly Assessment (3M).

   v Individual Services and Supports Plan (ISSP).

e. Track the number of Full Service Partners (FSPs).

4. Behavioral Health Court Services (BHC), which include:

   a. Providing a representative at BHC

   b. Supporting client navigate the BHC process

   c. Complete documentation as requested by COUNTY

5. CONTRACTOR shall use outcome measures, Adult Needs and Strengths Assessment (ANSA), Childhood Needs And Strengths Assessment (CANS) and client satisfaction surveys

6. CONTRACTOR shall participate in the Mental Health Service Act Forums that pertain to the communities the CONTRACTOR provides services in.

7. CONTRACTOR must complete quarterly, and annual reports

   a. The reports will include:

      i. Number of fiscal year to date of unduplicated clients

      ii. Client demographics based on unduplicated clients

      iii. Number of services provided to clients

iv. Number of fiscal year to date of unduplicated clients

v. Summary of Services Provided and Outcomes

b. Quarterly reports are due thirty (30) days following the quarter being reported.

c. Annual reports are due on October 31, 2024

8. CONTRACTOR shall submit quarterly and annuals report to COUNTY indicating:

a. The number of fiscal year to date of unduplicated client

b. Demographics of unduplicated clients

c. The number of services provided

d. Types of services provided

e. Client data by age and ethnicity

f. Number of Medi-Cal applications submitted

g. Setting where services were provided

h. Summary of services provided and outcomes

i. Quarterly reports are due thirty (30) days following the quarter being reported

j. Annual reports are due October 31, 2024

II. CONTRACTOR shall participate in MHSA forums.

III. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

A. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.

B. No person shall publish or disclose, or use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient.

C. CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

IV. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's MHSA Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have their views, issues, and concerns considered regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

V. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions Code 15610. A requirement for all employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Sections 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

VI. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

VII. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.

VIII. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in the Agreement.

IX. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

X. In carrying out the Scope of Work 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 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.

XI. Maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, State and Federal laws, and other Mendocino COUNTY MHP requirements for client confidentiality and record security.

XII. This Agreement may be terminated by either party without cause upon forty-five (45) days written notice to the other party.

[END OF DEFINITION OF SERVICES – Exhibit A-2]

EXHIBIT B-1

PAYMENT TERMS - SMHS

I. COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services (SMHS) provided to eligible Short-Doyle/Medi-Cal beneficiaries as defined in the Definition of Services, Exhibit A-1, as per the following instructions:

A. CONTRACTOR shall provide SMHS as directed by the Behavioral Health and Recovery Services (BHRS) Director, as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California.

B. COUNTY shall reimburse CONTRACTOR for SMHS, provided to Short-Doyle/Medi-Cal clients as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California, not to exceed Six Million Five Hundred Six Thousand Eight Hundred Sixty-Four Dollars ($6,506,864) for the term of this Agreement as follows:

Specialty Mental Health Billing:	$3,883,432
FSP Billing Match/FFP:	$2,623,432
Total:	**$6,506,864**

1. All FSP funds must be invoiced separately from other SMH claims, funds must be spent on clients who are fully enrolled in the county's FSP program, with all necessary documentation.

2. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.

3. COUNTY will reimburse all claims for SMHS provided by subcontractors based on the amount claimed in an amount, not to exceed, Six Million Five Hundred Six Thousand Eight Hundred Sixty-Four Dollars ($6,506,864) for approved SMHS provided during the term of this Agreement.

4. CONTRACTOR shall serve an increase of twenty percent (20%) of current clients being served for a minimum of six hundred two (602) clients to be served for SMHS services under the terms of this Agreement.

5. Billing for services shall be completed as per instructions in the Department of Health Care Services (DHCS) Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino COUNTY Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan".

6. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims, where payment has been denied, or disallowed by State or Federal authorities. Should such denials or disallowances occur, COUNTY may, at their discretion, deduct the value of the disallowances from future payments to CONTRACTOR.

7. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims for clients with other coverage where CONTRACTOR has not billed for reimbursement or denial of benefits in accordance with coordination of coverage requirements. Coordination of Benefits (COB) information shall be provided at the time of submission or the claim will be denied. Per California Welfare and Institutions Code section§14124.795, all other forms of coverage must pay their portion of a claim before Medi-Cal pays its portion. Medi-Cal is always the payer of last resort.

8. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (State of California) plans must be billed and adjudicated by Medicare before the claim can be submitted to BHRS. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility must be submitted to Medicare before being submitted to Medi-Cal. Medicare COB information shall be provided to BHRS at the time of submission or the claim will be denied. The following SMHS do not require Medicare COB as specified in Information Notices 09-09 and 10-11: 11017 Targeted Case Management, H2011 Crisis Intervention, H2013 Psychiatric Health Facility, H0018 Crisis Residential Treatment Services, H0019 Adult Residential Treatment Services, S9484 Crisis Stabilization, H2012 Day Treatment Intensive / Day Rehabilitation, H2019 Therapeutic Behavioral Services, 0101 Administrative Day Services.

9. Therapeutic Foster Care is to be paid at $299.08 per day.

10. Some clients may have what is known as Medi-Cal Share of Cost (SOC). The SOC is similar to a deductible based on the fact that the client must meet a specified dollar amount for medical expenses before the COUNTY will pay claims for services provided over and above the amount of the SOC in that month. The SOC is usually determined by the COUNTY Department of Social Services and is based upon the client or family income.

C. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service must be accompanied with justification (i.e.

explanation of benefits) for the late submission, or services may be denied. Late claims will be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for approval regarding late submission. COUNTY is aware that some services may require a late submission. If CONTRACTOR and Behavioral Health Fiscal Manager are unable to come to an agreement regarding late submission, the Behavioral Health Director shall make the final determination as to whether payment is to be remitted to CONTRACTOR. If late submission is not approved, CONTRACTOR shall not be reimbursed for the services.

D. All invoices must be received no later than December 15, 2024, invoices received after that date cannot be accepted.

E. All services that do not meet medical necessity and are not sufficient to achieve the purpose for which the services are furnished, shall be disallowed. COUNTY shall be reimbursed by CONTRACTOR for the total claimed amount of all services disallowed (by State and/or COUNTY) audit and/or review, within thirty (30) days of the notice of disallowance.

F. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.

G. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the Electronic Health Record (EHR) describing the intervention provided.

H. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of Title 42 of the Code Federal Regulations, sections§§ 438.604, 438.606 and 438.608, and 438.610. (Title 42 of the Code of Federal Regulations, section§ 438.600(b).

I. CONTRACTOR will not be reimbursed for unauthorized services. COUNTY will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino COUNTY Code. If COUNTY of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new COUNTY of beneficiary.

J. CONTRACTOR is responsible for:

   a. Billing other health coverage;

   b. Collecting SOC amounts; and

   c. Collecting Uniform Method of Determining Ability to Pay (UMDAP) amounts.

K. If a client disputes the SOC amount and/or UMDAP amount billed to them, but it is then determined the client does owe the SOC and/or UMDAP amount, a Notice of Adverse Benefit Determinations (NOABD) Denial of a Request to Dispute a Financial Liability (Financial Liability Notice) shall be sent to the client within two (2) business days of the determination.

L. Rate setting and payment shall be consistent with Federal and State statutes and regulations, as they may be amended from time to time. Please see Attachment 1 for current rates.

M. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, access criteria, and claim submissions consistent with State and Federal requirements.

N. CONTRACTOR shall submit a weekly invoice summary that corresponds to the appropriate Electronic Data Interchange (EDI) billing detail in the EHR within seven (7) days of the EDI billing drop, accompanied by any documents requested by AHM or COUNTY.

O. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are entered no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.

P. CONTRACTOR will cooperate with COUNTY process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.

Q. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.

R. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by COUNTY of Mendocino MHP Agreement.

S. CONTRACTOR will provide an annual budget and submit required financial information to AHM monthly. CONTRACTOR shall submit a monthly Expenditure Report to the AHM each month.

T. CONTRACTOR must comply with all policies, procedures, letters, and notices of the COUNTY of Mendocino Mental Health Plan (MHP) and DHCS and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.

U. If CONTRACTOR is out of compliance with report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.

V. CONTRACTOR shall comply with all requirements of the COUNTY of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters and notices of the COUNTY of Mendocino and/or the DHCS.

W. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/COUNTY MHP Contract, and all direction from the Behavioral Health Director.

II. Audits:

A. CONTRACTOR shall comply with COUNTY, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.

B. CONTRACTOR and COUNTY shall each be responsible for any audit exceptions or disallowances on their part.

C. COUNTY shall not withhold payment from CONTRACTOR for exceptions or disallowances for which COUNTY is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

III. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed Six Million Five Hundred Six Thousand Eight Hundred Sixty-Four Dollars ($6,506,864) for the term of this Agreement.

[END OF PAYMENT TERMS – Exhibit B-1]

SMHS	FY 2024-25 Q1 RATES EXTENSION					
County:	MENDOCINO					
Contractor:	TAPESTRY					
Code	**Time Associated with Code (Mins) for Purposes of Rate**	**LPHA**	**LCSW**	**Mental Health Rehab Specialist**	**Peer Recovery Specialist**	**Other Qualified Providers - Other Designated MH staff that bill medical**
PROVIDER TYPE HOURLY		$ 270.51	$ 270.51	$ 203.52	$ 189.95	$ 189.95
90785	Occurrence	$ 14.90	$ 14.90	$ 14.90	$ 14.90	$ 14.90
90791	15	$ 67.63	$ 67.63			
90832	30	$ 135.26	$ 135.26			
90834	45	$ 202.88	$ 202.88			
90837	60	$ 270.51	$ 270.51			
90847	50	$ 225.43	$ 225.43			
90849	15	$ 67.63	$ 67.63			
90853	15	$ 15.03	$ 15.03			
90887	15	$ 67.63	$ 67.63			
98966	8	$ 36.07	$ 36.07			
98967	16	$ 72.14	$ 72.14			
98968	26	$ 117.22	$ 117.22			
G2212	15	$ 67.63	$ 67.63			
G2212HQ	15	$ 15.03	$ 15.03			
H0025	15				$ 10.55	
H0031	15	$ 67.63	$ 67.63	$ 50.88		$ 47.49
H0032	15	$ 67.63	$ 67.63	$ 50.88		$ 47.49
H0038	15				$ 47.49	
H2017	15	$ 67.63	$ 67.63	$ 50.88		$ 47.49
H2017HQ	15	$ 15.03	$ 15.03	$ 11.31		$ 10.55
H2019	15	$ 67.63	$ 67.63	$ 50.88		$ 47.49
T1013	15	$ 25.20	$ 25.20	$ 25.20	$ 47.49	$ 25.20
T1017	15	$ 67.63	$ 67.63	$ 50.88		$ 47.49