BOS Agreement # 23-125

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Mendocino County Youth Project,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for delegated activities and reporting responsibilities in compliance with the County Mental Health Plan contract obligation and Proposition 63 (MHSA); and,

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

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

Exhibit A-1	Scope of Work - SMHS
Exhibit A-2	Scope of Work - MHSA
Exhibit B-1	Payment Information – SMHS
Exhibit B-2	Payment Information - MHSA
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Exhibit E	Deficit Reduction Act – Obligations of County
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Addendum B	Business Associate Agreement
Attachment 1	CPT Billing Code Rates
Attachment 2	MHSA Prevention and Early Intervention (PEI) Regulation
Attachment 3	Invoice

The term of this Agreement shall be from July 1, 2023 (the "Effective Date"), and shall continue through June 30, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed Nine Hundred Thirty Thousand Dollars ($930,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

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

Date: 7/6/23

Budgeted: Yes
Budget Unit: 4050, 4051
Line Item: 86-3164, 86-2189
Org/Object Code: MH, MAPEI
Grant: No
Grant No.: 'N/A'

CONTRACTOR/COMPANY NAME

By: _____
Amanda Archer Executive Director

Date: 7/5/2023

NAME AND ADDRESS

Mendocino County Youth Project
776 S. State Street
Ukiah, CA 95482
707-463-4915,

COUNTY OF MENDOCINO

By: _____
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 07/11/2023

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/11/2023

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 07/11/2023

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,

County Counsel

By: Deputy _____

Date: 07/05/2023

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/05/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/05/2023

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 22-122
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable),

CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. CONFORMITY WITH LAW AND SAFETY:

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

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by

COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

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

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

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

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

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

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

Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Behavioral Health & Recovery Services
1120 South State Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Mendocino County Youth Project
776 S. State Street
Ukiah, CA 95482
Attn: Amanda Archer

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. SANCTIONED EMPLOYEE: CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person

designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $930,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

21. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

22. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

23. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

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

27. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or

investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

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

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

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally

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

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

38. CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES: 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's Privacy Officer 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 the Department; or

b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.

c. 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 pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

Exhibit A-1

SCOPE OF WORK - SMHS

1. ENTITIES.

   A. Mendocino County Youth Project, 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 to seventeen (0-17) years and transition age youth (TAY) ages eighteen to twenty-four (18-24) years, 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 within Mendocino County, in the schools, and in the community including clients' home when beneficial to the client. Services shall be available in person, on the phone, and/or through telehealth. 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. Services may be provided in the clinic, telehealth 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, 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.
j. 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.

k. 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.

l. 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), in connection with CONTRACTOR's residential transitional living program.

3. 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 Behavioral 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 all 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

CONTRACTOR agrees to perform Anti Bullying activities in schools and with school aged children. The Bullying prevention program. delegated activities and reporting responsibilities in compliance with the COUNTY Mental Health Plan, Protocol, Proposition 63 (MHSA) and with the COUNTY Mental Health Services Act Plan.

I. CONTRACTOR shall provide the following Prevention and Early Intervention (PEI) services:

1. Program which provides evidence-based Anti-bullying education to elementary and middle-school aged children. These services will be provided with the intent of reducing the negative feelings, reduce the feelings of isolation, and increase understand and recognition of the signs and risk factors of bullying behaviors.

2. CONTRACTOR shall utilize bilingual and bi-culturally trained staff (when appropriate) to outreach to the COUNTY's areas of need.

   A. Anti-Bullying education to for school aged children with a focus on grades K-8.

      a. CONTRACTOR shall deliver anti bullying education programs in group settings, such as classrooms, or assemblies. A group will be considered a group when 10 or more students attend the training.

      b. CONTRACTOR shall deliver anti-bullying education to elementary and middle school faculty, staff and administrators. A group consists of 10 or more learners.

      c. Youth who may benefit from receiving additional services are offered the opportunity to participate in on campus groups, individual mentoring, community Day Schools, prevention, education programs, and weekly groups as developed by CONTRACTOR.

3. CONTACTOR shall provide COUNTY with the number of screenings and presentations offered. Data will include:

   A. Number of screenings provided

   B. Number of referrals generated by screenings

   C. Number of presentations

   D. Number of individuals who attended each presentation

   E. Where the presentation took place

F. Target audience of presentation.

II. CONTRACTOR shall complete the following reports as outlined in MHSA Prevention and Early Intervention (PEI) Regulation (Attachment 1) sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code.

1. Annual Reports:

A. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source. This report shall cover the twelve (12) month period of the contract term, include a breakdown of funds spent per program area, and is due July 31, 2022.

B. Annual Summation Report for Friendly Visitor: CONTRACTOR shall provide an annual summary of services offered, due July 31, 2022. This report shall cover the twelve (12) month period of the contract term, to include:

a. Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.

b. A confidential list of client names to assure unduplicated numbers.

c. Outcomes and indicators used by the program, what approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.

d. Strategies used to avoid stigma among participants.

e. Strategies used to address cultural considerations.

f. An analysis of the strengths and challenges experienced by the CONTRACTOR in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, volunteers, and service providers that demonstrate effectiveness, and/or need to improve services.

g. A summary of any changes in the program from the beginning of the contract year to the end of the contract year.

h. Summary of target population including the participant's risk of a potentially serious mental illness, either based on individual risk or membership in a group.

i. CONTRACTOR shall provide an explanation of the evaluation methodology including how and when outcomes are measured and how data is collected and analyzed. Include specific strategies utilized for collection and evaluation that reflect cultural competence.

j. Narrative description of how a typical member of the target population would ideally receive services through Breaking The Silence.

k. CONTRACTOR shall provide an explanation of the evaluation method including how CONTRACTOR intends to measure changes in attitudes, knowledge, and/or behavior related to mental illness and seeking mental health services.

2. Twice Annual Reports for both programs:

   A. Report the names of the staff conducting the MHSA programs, the fluent languages they speak, cultural proficiencies they possess, and any cultural proficiency training they attended during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.

3. Quarterly Program [PROGRAM NAME HERE]: In accordance with PEI Regulations, Section 3560.010, CONTRACTOR shall report on:

   A. Number of unduplicated clients and/or family members served with demographic information, including:

      a. Age.

      b. Race.

      c. Ethnicity.

      d. Gender assigned at birth.

      e. Gender identity.

      f. Primary language used in home.

      g. Sexual orientation.

      h. Veteran's status.

i. Disability- which is not a result of SMI, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).

j. The number of respondents who refuse to answer any of the categories above.

B. Reducing risk of negative outcomes related to SMI, including:

a. Which specific SMI negative outcomes were targeted to be mitigated.

b. How the program measured reductions in prolonged suffering.

c. Reductions in prolonged suffering or negative outcomes found by the program.

d. Activities to mitigate risk offered to clients.

e. Negative outcomes addressed.

f. Indicators of suffering reduced.

g. Evidence Based Practices used, and outcomes.

4. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain.

5. All Events hosted through PROGRAM NAME funding that are not part of the core intervention will need to be documented with a separate report for each event detailing the date and time of event, the number of individuals served/educated and the activity performed.

4. CONTRACTOR shall submit Quarterly and Annual data reports for each PEI program to COUNTY indicating the following:

A. Number of services provided

B. Number of Year to date unduplicated clients

C. Age and demographics of unduplicated clients

D. Setting services were provided in

E. Type of responders

F. Outcome indicators

G. Number of client referrals

H. Number of clients that followed through on referrals

I. Summary of services provided and outcomes.

5. CONTRACTOR shall attend MHSA forums in the communities in which CONTRACTOR is providing services.
6. CONTRACTOR shall provide outcomes and indicators, approaches used to select the outcomes and indicators, and how often data is collected and evaluated.
7. CONTRACTOR shall provide evidence of culturally sensitive approaches congruent with the values of the population for whom changes in attitudes, knowledge, and behavior are intended.
8. CONTRACTOR shall provide measures for the changes in behaviors, attitudes, and/or knowledge that are applicable to the program.

[END OF EXHIBIT A-2]

Exhibit B-1

PAYMENT INFORMATION - 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 Nine Hundred Thousand Dollars ($900,000) for the term of this Agreement as follows:

Specialty Mental Health Billing:	$770,000
FSP Billing Match/FFP	$130,000
Total:	**$900,000**

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 for approved SMHS provided within the term of this Agreement.

4. Billing for services shall be completed as per instructions in the Department of Health Care Services, 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".

5. 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.

6. 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.

7. 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.

8. 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 shall not 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. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by October 1, 2023. Initial Cost Reports shall include all services delivered in FY 2022 - 2023. CONTRACTOR shall maintain all Cost Report documentation and evidence for a minimum of ten (10) years after the COUNTY final Cost Report settlement with Department of Health Care Services. Payment shall be required by either COUNTY or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed, after final Cost Report settlement with Department of Health Care Services.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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. SMH Contract Totals:

IV. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed Nine Hundred Thousand Dollars ($900,000) for the term of this Agreement.

[END OF PAYMENT TERMS B-1]

Exhibit B-2

PAYMENT INFORMATION - MHSA

I. COUNTY will pay CONTRACTOR as per the following instructions:

A. COUNTY will reimburse CONTRACTOR at a rate of $200 dollars per training session. No more than $5000 dollars may be reimbursed in a single month.

B. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A.

C. Failure to submit correct and accurate reports to the COUNTY within the stated timeframes and as outlined in EXHIBIT A will delay the next payment to the CONTRACTOR.

D. CONTRACTOR shall invoice COUNTY on an approved invoice monthly (Attachment 2). Invoice of services must be received by the tenth (10^{th}) of the month for services rendered the previous month. Billing for services received after the tenth (10^{th}) of the month will not be honored.

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

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

G. Invoices submitted later than 30 days following the period covered in the report must be submitted with a justification letter, and must be approved by COUNTY or will not be paid.

H. CONTRACTOR shall submit invoices and reports to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller cc: MHSA Coordinator

I. Payments under this Agreement shall not exceed Thirty Thousand Dollars ($30,000) for PEI services for the term of this Agreement.

[END OF PAYMENT TERMS B-2]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

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

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

CONTRACTOR ASSURANCE OF COMPLIANCE WITH

MENDOCINO COUNTY

Department of Behavioral Health and Recovery Services

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Mendocino County Youth Project**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended

23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

7/5/2023
Date

Amanda
CONTRACTOR Signature

776 S. State Street, Ukiah, CA 95482
Address of CONTRACTOR

EXHIBIT E

DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S. Code sections§§ 3729-3733.

Actions that violate the FCA include:

- Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
- Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
- Conspiring to get a false claim allowed or paid by the Government;
- Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
- Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
- Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
- Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.

"Knowing" and "Knowingly" means a person:

- Has actual knowledge of the information;
- Acts in deliberate ignorance of the truth or falsity of the information; or
- Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

"Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

A person or organization may be liable for:

- A civil penalty $5,500 to $11,000 for each false claim;
- Three times the amount of damages sustained by the Government due to the violations; and
- The costs of a civil suit for recovery penalties or damages.

The court may reduce the treble damages if:

- The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
- The person fully cooperated with any Government investigation; and
- No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

Actions by Private Persons or *Qui Tam Plaintiffs*

An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

Rights of the Parties to *Qui tam* Actions

If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

Award to *Qui tam* Plaintiff

If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

Certain Actions Barred

An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

Whistleblower Protection

An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:

- Reinstatement with the same seniority status that the employee would have had but for the discrimination;
- Two times the amount of back pay plus interest; and
- Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
- The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. California Government Code sections§§ 12650-12655.

Actions that violate the CFCA include:

- Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
- Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
- Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
- Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
- Delivering less property than the amount of the receipt, where the person has possession or control of public property;
- Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
- Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
- Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.

"Knowingly" means the person or organization:

- Has actual knowledge of the information;
- Acts in deliberate ignorance of the truth or falsity of the information; or
- Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

"Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.

The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.

The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed).

Private or *Qui Tam* Actions/Whistleblower Provisions

Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case,

and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.

An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.

The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

Liability to the State or Political Subdivision

A person or organization will be liable to the state or political subdivision for:

- Three times the amount of damages that the state or local government sustains because of the false claims violations;
- The costs of a civil suit for recovery of damages; and
- A civil penalty of up to $10,000 for each false claim.

Certain Actions Barred

An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party.An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

Awards

If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between 15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

Whistleblower Protection

Employers are prohibited from:

- Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
- Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

Liability of Employer

- An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
- Reinstatement with the same seniority status that the employee would have had except for the discrimination;
- Two times the amount of back pay plus interest;
- Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

Limitations on Eligibility of Employees for Damages

If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Appendix A

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

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

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

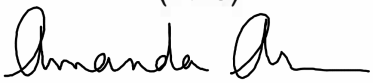
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Amanda Archer	Mendocino County Youth Project
(Type Name)	(Organization Name)
	776 S. State Street Ukiah, CA 95482
Executive Director	
(Title)	(Organization Address)
	7/5/2023
(Signature)	(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

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

I. Privacy and Confidentiality

A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

   Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal Pii to perform their official duties in connection with the administration of the Medi-Cal program.

C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi- Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.

B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.

H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.

I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.

B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.

D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.

E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Signature Page

Amanda Archer
Contractor Name (printed)


Contractor Signature

Executive Director
Contractor Title

Mendocino County Youth Project
Contractor's Agency Name

7/5/2023
Date

Addendum B

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into July 1, 2023 (the “Effective Date”), by and between **Mendocino County Youth Project** ("Business Associate/Qualified Service Organization") and **Mendocino County Department of Behavioral Health and Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (“Agreement”) in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").

2. **Compliance with Applicable Law**. The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

3. **Permissible Use and Disclosure of Protected Health Information**. Business Associate may use and disclose PHI to carry out is duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

   Compliance Officer
   1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business

Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:

    (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;

    (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and

    (c) Report to Covered Entity any security incident of which Business Associate becomes aware.

14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.

15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.

20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.

21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.

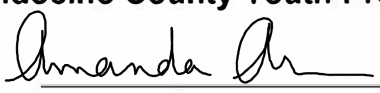
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Mendocino County Youth Project

By: 

Name: Amanda Archer

Title: Executive Director

Mendocino County

By: 

Name: Jenine Miller, Psy.D.

Title: BHRS Director

Attachment 1

SMHS	FY 2023-24 RATES					
County:	MENDOCINO					
Contractor:	MCYP					

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 RATE		$ 219.74	$ 219.74	$ 189.95	$ -	$ 189.95
90785	Occurrence	$ 14.90	$ 14.90	$ 14.90	$ -	$ 14.90
90791	15	$ 54.94	$ 54.94			
90832	27	$ 98.88	$ 98.88			
90834	45	$ 164.81	$ 164.81			
90837	60	$ 219.74	$ 219.74			
90847	50	$ 183.12	$ 183.12			
90853	15	$ 12.21	$ 12.21			
90887	15	$ 54.94	$ 54.94			
G2212	15	$ 54.94	$ 54.94			
G2212HQ	15	$ 12.21	$ 12.21			
H0025	15				$ -	
H0031	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
H0032	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
H0038	15				$ -	
H2000	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
H2011	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
H2017	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
H2017HQ	15	$ 12.21	$ 12.21	$ 10.55	$ -	$ 10.55
T1013	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49
T1017	15	$ 54.94	$ 54.94	$ 47.49	$ -	$ 47.49

Prevention and Early Intervention Regulations
As of July 1, 2018

Title 9 California Code of Regulations, Division 1, Chapter 14 MHSA

Article 2. Definitions

Section 3200.245. Prevention and Early Intervention Component.

(a) "Prevention and Early Intervention Component" means the section of the Three-Year Program and Expenditure Plan intended to prevent mental illnesses from becoming severe and disabling.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.

Section 3200.246. Prevention and Early Intervention Fund.

(a) "Prevention and Early Intervention funds" means the Mental Health Services funds allocated for prevention and early intervention programs pursuant to Welfare and Institutions Code section 5892, subdivision (a)(3).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5892, Welfare and Institutions Code.

Article 5. Reporting Requirements

Section 3510.010. Prevention and Early Intervention Annual Revenue and Expenditure Report.

(a) As part of the Mental Health Services Act Annual Revenue and Expenditure Report the County shall report the following:
  (1) The total funding source dollar amounts expended during the reporting period, which is the previous fiscal year, on each Program funded with Prevention and Early Intervention funds by the following funding sources:
    (A) Prevention and Early Intervention funds
      1. The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, Early Intervention Program, Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.
    (B) Medi-Cal Federal Financial Participation
    (C) 1991 Realignment
    (D) Behavioral Health Subaccount

(E) Any other funding

(2) The amount of funding expended for Prevention and Early Intervention Component Administration by the following funding sources:
   (A) Prevention and Early Intervention funds
   (B) Medi-Cal Federal Financial Participation
   (C) 1991 Realignment
   (D) Behavioral Health Subaccount
   (E) Any other funding

(3) The amount of funding expended for evaluation of the Prevention and Early Intervention Component by the following funding sources:
   (A) Prevention and Early Intervention funds
   (B) Medi-Cal Federal Financial Participation
   (C) 1991 Realignment
   (D) Behavioral Health Subaccount
   (E) Any other funds

(4) The amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.

(b) The County shall within 30 days of submitting to the state the Mental Health Services Act Annual Revenue and Expenditure Report:
   (1) Post a copy on the County's website; and
   (2) Provide a copy to the County's Mental Health Board

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845, 5847, and 5899, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3560. Prevention and Early Intervention Reporting Requirements.

(a) The County shall submit to the Mental Health Services Oversight and Accountability Commission the following:
   (1) The Annual Prevention and Early Intervention report as specified in Section 3560.010.
   (2) The Three- Year Prevention and Early Intervention Evaluation Report as specified in Section 3560.020.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6) and 5847, Welfare and Institutions Code.

Section 3560.010. Annual Prevention and Early Intervention Report.

(a) The requirements set forth in this section shall apply to the Annual Prevention and Early Intervention Report.

(1) The first Annual Prevention and Early Intervention Report is due to the Mental Health Services Oversight and Accountability Commission on or before December 30, 2017 as part of an Annual Update or Three-Year Program and Expenditure Plan. Each Annual Prevention and Early Intervention Report thereafter is due as part of an Annual Update or Three-Year Program and Expenditure Plan within 30 calendar days of Board of Supervisors approval but no later than June 30 of the same fiscal year whichever occurs first. The Annual Prevention and Early Intervention Report is not due in years in which a Three-Year Prevention and Early Intervention Evaluation Report is due.

(2) The Annual Prevention and Early Intervention Report shall report on the required data for the fiscal year prior to the due date. For example, the Report that is due no later than June 30, 2020 is to report the required data from fiscal year 2018-19 (i.e. July 1, 2018 through June 30, 2019).

(3) The County shall exclude from the Annual Prevention and Early Intervention Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.

(A) When the County has excluded information pursuant subdivision (3) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:

1. A supplemental Annual Prevention and Early Intervention Report that contains all of the information including the information that was excluded pursuant to subdivision (3). This supplemental report shall be marked “confidential.”
2. A supplement to the Annual Prevention and Early Intervention Report that contains the information that was excluded pursuant to subdivision (3). This supplement to the report shall be marked “confidential.”

(b) The County shall report the following information annually as part of the Annual Update or Three-Year Program and Expenditure Plan. The report shall include the following information for the reporting period:

(1) For each Prevention Program and each Early Intervention Program list:

(A) The Program name.

(B) Unduplicated numbers of individuals served in the preceding fiscal year

1. If a Program served both individuals at risk of a mental illness (Prevention) and individuals with early onset of a mental illness (Early Intervention), the County shall report numbers served separately for each category.
2. If a Program served families the County shall report the number of individual family members served.

(2) For each Outreach for Increasing Recognition of Early Signs of Mental Illness Program or Strategy within a Program, the County shall report:
  (A) The Program name
  (B) The number of potential responders
  (C) The setting(s) in which the potential responders were engaged
    1. Settings providing opportunities to identify early signs of mental illness include, but are not limited to, family resource centers, senior centers, schools, cultural organizations, churches, faith-based organizations, primary health care, recreation centers, libraries, public transit facilities, support groups, law enforcement departments, residences, shelters, and clinics.
  (D) The type(s) of potential responders engaged in each setting (e.g. nurses, principals, parents)

(3) For each Access and Linkage to Treatment Strategy or Program the County shall report:
  (A) The Program name
  (B) Number of individuals with serious mental illness referred to
    1. Treatment that is provided, funded administered, or overseen by county mental health programs, and the kind of treatment to which the individual was referred.
    2. Treatment that is not provided, funded, administered, or overseen by county mental health, and the kind of treatment to which the individual was referred.
  (C) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the number of individuals who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which they were referred.
  (D) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the average duration of untreated mental illness as defined in Section 3750, subdivision (f)(3)(A) and standard deviation.
  (E) For referrals to treatment that are provide, funded, administered, or overseen by county mental health, the average interval between the referral and participation in treatment, defined as participating at least once in the treatment to which referred, and standard deviation.
  (F) "Referral" as used in this subdivision means the process by which an individual is given a recommendation in writing to one or more specific service providers for a higher level of care and treatment. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.

(4) For each Improve Timely Access to Services for Underserved Populations Strategy or Program the County shall report:
  (A) The program name
  (B) Identify the specific underserved populations for whom the County intended to increase timely access to services.

(C) Number of referrals of members of underserved populations to a Prevention Program, an Early Intervention Program and/or to treatment beyond early onset.

(D) Number of individuals who followed through on the referral, defined as the number of individuals who participated at least once in the Program to which they were referred.

(E) Average interval between referral and participation in services to which referred, defined as participating at least once in the service to which referred, and standard deviation.

(F) Description of ways the County encouraged access to services and follow-through on referrals

(G) "Referral" as used in this subdivision means the process by which a member of an underserved population is given a recommendation in writing to one or more specific service providers for a Prevention Program, an Early Intervention Program and/or a program providing treatment beyond early onset. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.

(5) For the information reported under subdivisions (1) through (4) of this section, disaggregate numbers served, number of potential responders engaged, and number of referrals for treatment and other services by:

(A) The following age groups:

1. 0-15 (children/youth)
2. 16-25 (transition age youth)
3. 26-59 (adult)
4. ages 60+ (older adults)
5. Number of respondents who declined to answer the question

(B) Race by the following categories:

1. American Indian or Alaska Native
2. Asian
3. Black or African American
4. Native Hawaiian or other Pacific Islander
5. White
6. Other
7. More than one race
8. Number of respondents who declined to answer the question

(C) Ethnicity by the following categories:

1. Hispanic or Latino as follows
   a. Caribbean
   b. Central American
   c. Mexican/Mexican-American/Chicano
   d. Puerto Rican
   e. South American
   f. Other
   g. Number of respondents who declined to answer the question
2. Non-Hispanic or Non-Latino as follows
   a. African

b. Asian Indian/South Asian
c. Cambodian
d. Chinese
e. Eastern European
f. European
g. Filipino
h. Japanese
i. Korean
j. Middle Eastern
k. Vietnamese
l. Other
m. Number of respondents who declined to answer the question

3. More than one ethnicity
4. Number of respondents who declined to answer the question

(D) Primary language used listed by threshold languages for the individual county

(E) Sexual orientation,

1. Gay or Lesbian
2. Heterosexual or Straight
3. Bisexual
4. Questioning or unsure of sexual orientation
5. Queer
6. Another sexual orientation
7. Number of respondents who declined to answer the question

(F) Disability, defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness

1. Yes, report the number that apply in each domain of disability(ies)
   a. Communication domain separately by each of the following
      (i) Difficulty seeing,
      (ii) Difficulty hearing, or having speech understood
      (iii) Other (specify)
   b. Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
   c. Physical/mobility domain
   d. Chronic health condition (including, but not limited to, chronic pain)
   e. Other (specify)
2. No
3. Number of respondents who declined to answer the question

(G) Veteran status,

1. Yes
2. No

3. Number of respondents who declined to answer the question

(H) Gender

1. Assigned sex at birth:
   a. Male
   b. Female
   c. Number of respondents who declined to answer the question
2. Current gender identity:
   a. Male
   b. Female
   c. Transgender
   d. Genderqueer
   e. Questioning or unsure of gender identity
   f. Another gender identity
   g. Number of respondents who declined to answer the question

(6) Any other data the County considers relevant, for example, data for additional demographic groups that are particularly prevalent in the County, at elevated risk of or with high rates of mental illness, unserved or underserved, and/or the focus of one or more Prevention and Early Intervention funded services.

(7) For Stigma and Discrimination Reduction Programs and Suicide Prevention Programs, the County may report available numbers of individuals reached, including demographic breakdowns. An example would be the number of individuals who received training and education or who clicked on a web site.

(8) For all programs and Strategies, the County may report implementation challenges, successes, lessons learned, and relevant examples.

(c) For a program serving children or youth younger than 18 years of age, the demographic information required under subdivision (b)(5) of this section relating to children or youth younger than 18 years of age shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws.

(d) Except for sexual orientation, current gender identity, and veteran status, a county shall collect the demographic information required under subdivision (b)(5) of this section from a minor younger than 12 years of age. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.

(e) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may report the demographic information required under subdivision (b)(5) of this section for the County's entire Prevention and Early Intervention Component instead of by each Program or Strategy.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3560.020. Three-Year Prevention and Early Intervention Evaluation Report.

(a) The County shall submit the Three-Year Prevention and Early Intervention Evaluation Report to the Mental Health Services Oversight and Accountability Commission every three years as part of a Three-Year Program and Expenditure Plan or Annual Update. The Three-Year Prevention and Early Intervention Evaluation Report answers questions about the impacts of Prevention and Early Intervention Component Programs on individuals with risk or early onset of serious mental illness and on the mental health and related systems.

(1) The first Three-Year Prevention and Early Intervention Evaluation Report is due to the Mental Health Services Oversight and Accountability Commission as part of a Three-Year Program and Expenditure Plan or Annual Update within 30 calendar days of Board of Supervisors approval but no later than June 30, 2019 whichever occurs first. The first Three-Year Prevention and Early Intervention Evaluation Report shall report the required evaluations from fiscal year 2017-2018 and from fiscal year 2016-2017 if available. Each subsequent Three-Year Prevention and Early Intervention Evaluation Report shall be due within 30 calendar days of Board of Supervisors approval but no later than June 30th every third year thereafter whichever occurs first, as part of a Three-Year Program and Expenditure Plan or Annual Update and shall report on the evaluation(s) for the three prior fiscal years.

(2) The County shall exclude from the Three-Year Prevention and Early Intervention Evaluation Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.

(A) When the County has excluded information pursuant subdivision (2) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:

1. A supplemental Three-Year Prevention and Early Intervention Evaluation Report that contains all of the information including the information that was excluded pursuant to subdivision (2). This supplemental report shall be marked “confidential.”
2. A supplement to the Three-Year Prevention and Early Intervention Evaluation Report that contains the information that was excluded pursuant to subdivision (2). This supplement to the report shall be marked “confidential.”

(b) The Three-Year Prevention and Early Intervention Evaluation Report shall describe the evaluation of each Prevention and Early Intervention Component Program and two Strategies: Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations. The Report shall include the following:

(1) The name of each Program for which the county is reporting
(2) The outcomes and indicators selected for each Prevention, Early Intervention, Stigma and Discrimination Reduction, or Suicide Prevention Program
(3) The approaches used to select the outcomes and indicators, collect data, and determine results for the evaluation of each Program and the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies
(4) How often the data were collected for the evaluation of each Program and for the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies

(c) The Three-Year Prevention and Early Intervention Evaluation Report shall provide results and analysis of results for all required evaluations set forth in Section 3750 for the three fiscal years prior to the due date.
(d) The County may also include in the Three-Year Prevention and Early Intervention Evaluation Report any additional evaluation data on selected outcomes and indicators, including evaluation results related to the impact of Prevention and Early Intervention Component Programs on mental health and related systems.
(e) The County shall include the same information for the previous fiscal year that otherwise would be reported in the Annual Prevention and Early Intervention Report in response to requirements specified in 3560.010(b).
(f) The County may report any other available evaluation results in the County's Annual Updates.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Article 7. Prevention and Early Intervention

Section 3700. Rule of General Application.

(a) The use of Prevention and Early Intervention funds shall be governed by the provisions specified in this Article and Articles 1 through 5, unless otherwise specified.

Section 3701. Definitions.

(a) "Prevention and Early Intervention regulations" means sections 3200.245 and 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7.
(b) "Program" as used in the Prevention and Early Intervention regulations means a stand-alone organized and planned work, action or approach that evidence indicates is likely to bring about positive mental health outcomes either for individuals and families with or at risk of serious mental illness or for the mental health system.

(c) "Strategy" as used in the Prevention and Early Intervention regulations means a planned and specified method within a Program intended to achieve a defined goal.

(d) "Mental illness" and "mental disorder" as used in the Prevention and Early Intervention regulations means, a syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological or biological processes underlying mental functioning. Mental illness is usually associated with significant distress or disability in social, occupational, or other important activities. An expected or culturally approved response to a common stressor or loss, such as the death of a loved one, is not a mental illness. Socially variant behavior (e.g. political, religious, or sexual) and conflicts that are primarily between the individual and society are not mental illness unless the variance or conflict results from a dysfunction in the individual, as described above.

(e) "Serious mental illness," "serious mental disorder" and "severe mental illness" as used in the Prevention and Early Intervention regulations means, a mental illness that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. These mental illnesses include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders.

(f) The definition in subdivision (d) is applicable to serious emotional disturbance for individuals under the age of 18, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the individual's age according to expected developmental norms.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3, 5840, Welfare and Institutions Code.

Section 3705. Prevention and Early Intervention Component General Requirements.

(a) The County shall include in its Prevention and Early Intervention Component:
  (1) At least one Early Intervention Program as defined in Section 3710.
  (2) At least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in Section 3715.
  (3) At least one Prevention Program as defined in Section 3720
    (A) Small counties may opt out of the requirement to have at least one Prevention Program if:
      1. The Small County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
    (B) A Small County that opts out of the requirement in (a)(3) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.

(4) At least one Access and Linkage to Treatment Program as defined in Section 3726
  (A) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may opt out of the requirement to have at least one Access and Linkage to Treatment Program if:
    1. The County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
  (B) A County that opts out of the requirement in (a)(4) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.
(5) At least one Stigma and Discrimination Reduction Program as defined in Section 3725
(6) The Strategies defined in Section 3735.

(b) The County may include in its Prevention and Early Intervention Component:
(1) One or more Suicide Prevention Programs as defined in Section 3730.

(c) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may satisfy the requirements in subdivisions (a)(1) through (a)(5) of this Section by combining and/or integrating the Early Intervention Program, the Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the Prevention Program, the Access and Linkage to Treatment Program, and the Stigma and Discrimination Reduction Program.
(1) A county that utilizes this provision shall not also opt-out of the requirement to have at least one Prevention Program under subdivision (a)(3) or of the requirement to have at least one Access and Linkage to Treatment Program under subdivision (a)(4).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3706. General Requirements for Services.

(a) The County shall serve all ages in one or more Programs of the Prevention and Early Intervention Component.
(b) At least 51 percent of the Prevention and Early Intervention Fund shall be used to serve individuals who are 25 years old or younger.
(c) Programs that serve parents, caregivers, or family members with the goal of addressing MHSA outcomes for children or youth at risk of or with early onset of a mental illness can be counted as meeting the requirements in (a) and (b) above.
(d) A Small County may opt out of the requirements in (a) and/or (b) above if:
(1) The Small County obtains a declaration from the Board of Supervisors that the County cannot meet the requirements because of specified local conditions.
(e) A Small County that opts out of the requirements in (a) and/or (b) shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3710. Early Intervention Program.

(a) The County shall offer at least one Early Intervention Program as defined in this section.
(b) "Early Intervention Program" means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
(c) Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
    (1) For purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality) disorder). These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.
(d) Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.
(e) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met
(f) The County shall include all of the Strategies in each Early Intervention Program as referenced in Section 3735

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3715. Outreach for Increasing Recognition of Early Signs of Mental Illness.

(a) The County shall offer at least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in this section.
(b) "Outreach" is a process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness.
(c) "Potential responders" include, but are not limited to, families, employers, primary health care providers, visiting nurses, school personnel, community service providers, peer providers, cultural brokers, law enforcement personnel, emergency medical service providers, people who provide

services to individuals who are homeless, family law practitioners such as mediators, child protective services, leaders of faith-based organizations, and others in a position to identify early signs of potentially severe and disabling mental illness, provide support, and/or refer individuals who need treatment or other mental health services.

(d) Outreach for Increasing Recognition of Early Signs of Mental Illness may include reaching out to individuals with signs and symptoms of a mental illness, so they can recognize and respond to their own symptoms.

(e) In addition to offering the required Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the County may also offer Outreach for Increasing Recognition of Early Signs of Mental Illness as a Strategy within a Prevention Program, a Strategy within an Early Intervention Program, a Strategy within another Program funded by Prevention and Early Intervention funds, or a combination thereof.

(f) An Outreach for Increasing Recognition of Early Signs of Mental Illness Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.

(g) The County shall include all of the Strategies in each Outreach for Increasing Recognition of Early Signs of Mental Illness Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3720. Prevention Program.

(a) The County shall offer at least one Prevention Program as defined in this section.

(b) "Prevention Program" means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

(c) "Risk factors for mental illness" means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.

(1) Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.

(d) Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness.
(e) Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.
(f) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met.
(g) The County shall include all of the Strategies in each Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3725. Stigma and Discrimination Reduction Program.

(a) The County shall offer at least one Stigma and Discrimination Reduction Program as defined in this section.
(b) "Stigma and Discrimination Reduction Program" means the County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.
    (1) Examples of Stigma and Discrimination Reduction Programs include, but are not limited to, social marketing campaigns, speakers' bureaus and other direct-contact approaches, targeted education and training, anti-stigma advocacy, web-based campaigns, efforts to combat multiple stigmas that have been shown to discourage individuals from seeking mental health services, and efforts to encourage self-acceptance for individuals with a mental illness.
    (2) Stigma and Discrimination Reduction Programs shall include approaches that are culturally congruent with the values of the populations for whom changes in attitudes, knowledge, and behavior are intended.
(c) The County shall include all of the Strategies in each Stigma and Discrimination Reduction Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3726. Access and Linkage to Treatment Program.

(a) The County shall offer at least one Access and Linkage to Treatment Program as defined in this section.
(b) "Access and Linkage to Treatment Program" means a set of related activities to connect children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3,

as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs.

(1) Examples of Access and Linkage to Treatment Programs, include but are not limited to, Programs with a primary focus on screening, assessment, referral, telephone help lines, and mobile response.

(c) In addition to offering the required Access and Linkage to Treatment Program, the County is also required to offer Access and Linkage to Treatment as a Strategy within all Prevention and Early Intervention Programs.

(d) The County shall include all of the Strategies in each Access and Linkage to Treatment Program as referenced in Section 3735.

(e) An Access and Linkage to Treatment Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3 and 5840, Welfare and Institutions Code.

Section 3730. Suicide Prevention Programs.

(a) The County may offer one or more Suicide Prevention Programs as defined in this section.

(b) Suicide Prevention Programs means organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This category of Programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness.

(1) Suicide prevention activities that aim to reduce suicidality for specific individuals at risk of or with early onset of a potentially serious mental illness can be a focus of a Prevention Program pursuant to Section 3720 or a focus of an Early Intervention Program pursuant to Section 3710.

(d) Suicide Prevention Programs pursuant to this section include, but are not limited to, public and targeted information campaigns, suicide prevention networks, capacity building programs, culturally specific approaches, survivor-informed models, screening programs, suicide prevention hotlines or web-based suicide prevention resources, and training and education.

(e) The County shall include all of the Strategies in each Suicide Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3735. Prevention and Early Intervention Strategies.

(a) The County shall include all of the following Strategies as part of each Program listed in Sections 3710 through 3730 of Article 7:

(1) Be designed and implemented to help create Access and Linkage to Treatment.

(A) "Access and Linkage to Treatment" means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the

onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.

(2) Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations.

(A) "Improving Timely Access to Services for Underserved Populations" means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

(B) Services shall be provide in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.

(C) In addition to offering the required Improve Timely Access to Services for Underserved Populations Strategy, the County may also offer Improve Timely Access to Services for Underserved Populations as a Program.

(3) Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory

(A) "Strategies that are Non-Stigmatizing and Non-Discriminatory" means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.

(B) Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3740. Effective Methods.

(a) For each Program and each Strategy in Article 7, the County shall use effective methods likely to bring about intended outcomes, based on one of the following standards, or a combination of the following standards:
   (1) Evidence-based practice standard: Evidence-based practice means activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
   (2) Promising practice standard: Promising practice means Programs and activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
   (3) Community and or practice-based evidence standard: Community and or practice-based evidence means a set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically. Community and or practice-defined evidence takes a number of factors into consideration, including worldview, historical, and social contexts of a given population or community, which are culturally rooted.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3745. Changed Program.

(a) If the County determines a need to make a substantial change to a Program or Strategy described in the County's most recent Three-Year Program and Expenditure Plan or Annual Update that was adopted by the local county board of supervisors as referenced in Welfare and Institutions Code Section 5847, the County shall ensure that stakeholders contributed meaningfully to the planning process that resulted in the decision to make the change.
(b) "Substantial change" as used in this section means, change(s) to the essential elements of a Program or Strategy or change(s) to the intended outcomes or target population.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5848, Welfare and Institutions Code.

Section 3750. Prevention and Early Intervention Component Evaluation.

(a) For each Early Intervention Program the County shall evaluate the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including

mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.

(b) For each Prevention Program the County shall measure the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.

(c) For each Early Intervention and each Prevention Program that the County designates as intended to reduce any of the other Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, the County shall select, define, and measure appropriate indicators that the County selects that are applicable to the Program.

(d) For each Stigma and Discrimination Reduction Program referenced in Section 3725, the County shall select and use a validated method to measure one or more of the following:

(1) Changes in attitudes, knowledge, and/or behavior related to mental illness that are applicable to the specific Program.

(2) Changes in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to the specific Program.

(e) If the County chooses to offer a Suicide Prevention Program referenced in Section 3730, the County shall select and use a validated method to measure changes in attitudes, knowledge, and/or behavior regarding suicide related to mental illness that are applicable to the specific Program.

(f) For each Strategy or Program to provide Access and Linkage to Treatment the County shall track:

(1) Number of referrals as defined in subdivision (b)(3)(F) of section 3560.010 to treatment, and kind of treatment to which person was referred.

(2) Number of persons who followed through on the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.

(A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.

(3) Duration of untreated mental illness.

(A) Duration of untreated mental illness shall be measured for persons who are referred as defined in subdivision (b)(3)(F) of section 3560.010 to treatment and who have not previously received treatment as follows:

1. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.

(B) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.

(4) The interval between the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engagement in treatment, defined as participating at least once in the treatment to which referred

(A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.

(g) For each Strategy or Program to Improve Timely Access to Services for Underserved Populations the County shall measure:

(1) Number of referrals as defined in subdivision (b)(4)(G) of section 3560.010 of members of underserved populations to a Prevention Program, an Early Intervention Program, and/or treatment beyond early onset.

(2) Number of persons who followed through on the referral as defined in subdivision (b)(4)(G) of section 3560.010 and engaged in services, defined as the number of individuals who participated at least once in the Program to which the person was referred.

(A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.

(3) Timeliness of care.

(A) Timeliness of care for individuals from underserved populations with a mental illness is measured by the interval between referral as defined in subdivision (b)(4)(G) of section 3560.010 and engagement in services, defined as participating at least once in the service to which referred.

(h) The County shall design the evaluations to be culturally competent and shall include the perspective of diverse people with lived experience of mental illness, including their family members, as applicable.

(i) In addition, to the required evaluations listed in this section, the County may also, as relevant and applicable, define and measure the impact of Programs funded by Prevention and Early Intervention funds on the mental health and related systems, including, but not limited to education, physical healthcare, law enforcement and justice, social services, homeless shelters and other services, and community supports specific to age, racial, ethnic, and cultural groups. Examples of system outcomes include, but are not limited to, increased provision of services by ethnic and cultural community organizations, hours of operation, integration of services including co-location, involvement of clients and families in key decisions, identification and response to co-occurring substance-use disorders, staff knowledge and application of recovery principles, collaboration with diverse community partners, or funds leveraged.

(j) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, is exempt from the evaluation requirements in this section for one year from the effective date of this section.

(k) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 may satisfy the requirements of subdivisions (a) through (g) of this section by selecting, defining, and measuring appropriate indicators that the County selects to evaluate the negative outcomes referenced in Welfare and Institutions Code section 5840, subdivision (d), identified in the County's Three-year Program and Expenditure Plan and/or Annual Update pursuant to subdivision (o)(3) of section 3755.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3755. Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update.

(a) The requirements set forth in this section shall apply to the Annual Update due for the fiscal year 2016-17-and each Annual Update and/or Three-Year Program and Expenditure Plan thereafter.

(b) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan or Annual Update shall include the following general information:
  (1) A description of how the County ensured that staff and stakeholders involved in the Community Program Planning process required by Title 9 California Code of Regulations, Section 3300, were informed about and understood the purpose and requirements of the Prevention and Early Intervention Component.
  (2) A description of the County's plan to involve community stakeholders meaningfully in all phases of the Prevention and Early Intervention Component of the Mental Health Services Act, including program planning and implementation, monitoring, quality improvement, evaluation, and budget allocations.
  (3) A brief description, with specific examples of how each Program and/or Strategy funded by Prevention and Early Intervention funds will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.

(c) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Early Intervention Program as defined in Section 3710 including, but not limited to:
  (1) The Program name
  (2) Identification of the target population for the specific Program including:
    (A) Demographics relevant to the intended target population for the specific Program, including, but not limited to, age, race/ethnicity, gender or gender identity, primary language used, military status, and sexual orientation.

(B) The mental illness or illnesses for which there is early onset.
(C) Brief description of how each participant's early onset of a potentially serious mental illness will be determined.

(3) Identification of the type(s) of problem(s) and need(s) for which the Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with early onset of potentially serious mental illness.

(4) The Mental Health Services Act negative outcomes as a consequence of untreated mental illness referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including the reduction of prolonged suffering as a consequence of untreated mental illness, as defined in Section 3750, subdivision (a).
(A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (a).
(B) For any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness, as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
(C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.

(5) Specify how the Early Intervention Program is likely to reduce the relevant Mental Health Services Act negative outcomes as referenced in Welfare and Institutions Code Section 5840, subdivision (d) by providing the following information:
(A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
(B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.

(d) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Prevention Program including but not limited to the following information:
(1) The Program name

(2) Identification of the target population for the specific Program, including:
   (A) Participants' risk of a potentially serious mental illness, either based on individual risk or membership in a group or population with greater than average risk of a serious mental illness, i.e. the condition, experience, or behavior associated with greater than average risk.
   (B) How the risk of a potentially serious mental illness will be defined and determined, i.e. what criteria and process the County will use to establish that the intended beneficiaries of the Program have a greater than average risk of developing a potentially severe mental illness.
   (C) Demographics relevant to the intended target population for the specific Program including but not limited to age, race/ethnicity, gender or gender identity, sexual orientation, primary language used, and military status.

(3) Specify the type of problem(s) and need(s) for which the Prevention Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with greater than average risk of potentially serious mental illness.

(4) Specify any Mental Health Services Act negative outcomes as a consequence of untreated mental illness as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including reduction of prolonged suffering, as defined in Section 3750, subdivision (b).
   (A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (b).
   (B) If the County intends the Program to reduce any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
   (C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.

(5) Specify how the Prevention Program is likely to bring about reduction of relevant Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for the intended population by providing the following information:
   (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
   (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the

evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.

(e) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Outreach for Increasing Recognition of Early Signs of Mental Illness Program and for any Strategy within a Program, including, but not limited to:
  (1) The Program name
  (2) Identify the types and settings of potential responders the Program intends to reach.
    (A) Describe briefly the potential responders' setting(s), as referenced in Section 3750, subdivisions (d)(3)(A), and the opportunity the potential responders will have to identify diverse individuals with signs and symptoms of potentially serious mental illness.
  (3) Specify the methods to be used to reach out and engage potential responders and the methods to be used for potential responders and public mental health service providers to learn together about how to identify and respond supportively to signs and symptoms of potentially serious mental illness.

(f) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Stigma and Discrimination Reduction Program, including, but not limited to:
  (1) The Program name
  (2) Identify whom the Program intends to influence.
  (3) Specify the methods and activities to be used to change attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services, consistent with requirements in Section 3750, subdivision (e), including timeframes for measurement.
  (4) Specify how the proposed method is likely to bring about the selected outcomes by providing the following information:
    (A) If the County used the evidence-based standard or promising practice standard, to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
    (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.

(g) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Suicide Prevention Program including, but not limited to:
  (1) The Program name
  (2) Specify the methods and activities to be used to change attitudes and behavior to prevent mental illness-related suicide.
  (3) Indicate how the County will measure changes in attitude, knowledge, and /or behavior related to reducing mental illness-related suicide consistent with requirements in Section 3750, subdivision (f) including timeframes for measurement.
  (4) Specify how the proposed method is likely to bring about suicide prevention outcomes selected by the County by providing the following information:
    (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), explain how the practice's effectiveness has been demonstrated and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
    (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.

(h) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Access and Linkage to Treatment Program and Strategy within each Program including, but not limited to:
  (1) Program name
  (2) An explanation of how the Program and Strategy within each Program will create Access and Linkage to Treatment for individuals with serious mental illness as referenced in Section 3735, subdivision (a)(1)
  (3) Explain how individuals will be identified as needing assessment or treatment for a serious mental illness or serious emotional disturbance that is beyond the scope of an Early Intervention Program.
  (4) Explain how individuals, and, as applicable, their parents, caregivers, or other family members, will be linked to county mental health services, a primary care provider, or other mental health treatment.
  (5) Explain how the Program will follow up with the referral to support engagement in treatment.
  (6) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (f) and if so, specify what outcome(s) and how will it be measured, including timeframes for measurement.

(i) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
  (1) Program name
  (2) An explanation of how the Program will be implemented to help Improve Access to Services for Underserved Populations, as required in Section 3735, subdivision (a)(2)
  (3) For each Program, the County shall indicate the intended setting(s) and why the setting enhances access for specific, designated underserved populations. If the County intends to locate the Program in a mental health setting, explain why this choice enhances access to quality services and outcomes for the specific underserved population.
  (4) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (g) and, if so, what outcome(s) and how will it be measured, including timeframes for measurement.

(j) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
  (1) The Program name
  (2) An explanation of how the Program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, including a description of the specific Strategies to be employed and the reasons the County believes they will be successful and meet intended outcomes.

(k) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs the following information for the fiscal year after the plan is submitted.
  (1) Estimated number of children, adults, and seniors to be served in each Prevention Program and each Early Intervention Program.
  (2) The County may also include estimates of the number of individuals who will be reached by Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Access and Linkage to Treatment Program, Suicide Prevention Programs, and Stigma and Discrimination Reduction Programs.

(l) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include projected expenditures for each Program funded with Prevention and Early Intervention funds by fiscal year
  (1) Projected expenditures by the following sources of funding:
    (A) Estimated total mental health expenditures
    (B) Prevention and Early Intervention funds
    (C) Medi-Cal Federal Financial Participation
    (D) 1991 Realignment
    (E) Behavioral Subaccount
    (F) Any other funding
  (2) The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, an Early Intervention Program, Outreach for Increasing Recognition of

Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations and shall estimate expected expenditures for each Program. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.

(A) The County shall estimate the amount of Prevention and Early Intervention funds for Administration of the Prevention and Early Intervention Component.

(m) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include the previous fiscal years' unexpended Prevention and Early Intervention funds and the amount of those funds that will be used to pay for the Programs listed in the Annual Update and/or Three-year Program and Expenditure Plan.

(n) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include an estimate of the amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.

(o) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 shall include in the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update a description of the combined and/or integrated program including but not limited:

(1) Name of the combined and/or integrated program.

(2) Description of how the five required programs were combined and/or integrated.

(3) Identification of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) the combined and/or integrated program is intended to reduce.

(4) Description of how the combined and/or integrated program is likely to reduce the outcomes identified in part (3) above.

(5) Identification of the indicators that the County will use to measure the intended outcomes identified in part (3) above.

(6) Explanation of how the combined and/or integrated program will be implemented to help Improve Access to Services for Underserved Population, as required in Section 3735, subdivision (a)(2).

(7) Explanation of how the combined and/or integrated program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, as required in Section 3735, subdivision (a)(3).

(8) Estimated numbers of children, adults, and seniors, respectively, to be served in the combined and/or integrated program.

(9) List of the projected expenditures for the combined and/or integrated program funded with Prevention and Early Intervention funds by fiscal year and by the following sources of funding:

(A) Estimated total mental health expenditures

(B) Prevention and Early Intervention funds

(C) Medi-Cal Federal Financial Participation

(D) 1991 Realignment

(E) Behavioral Subaccount

(F) Any other funding

(10) Estimated amount of Prevention and Early Intervention funds budgeted for Administration of the Prevention and Early Intervention Component.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848 Welfare and Institutions Code.

Section 3755.010. Prevention and Early Intervention Program Change Report.

(a) If the County determines a need to make a substantial change to a Program, Strategy, or target population as described in Section 3745, the County shall in the next Three-Year Program and Expenditure Plan or Annual Update, whichever is closest in time to the planned change, include the following information:

(1) A brief summary of the Program as initially set forth in the originally adopted Three-Year Program and Expenditure Plan or Annual Update.

(2) A description of the change including the resulting changes in the intended outcomes and the planned evaluation.

(3) Explanation for the change including, stakeholder involvement in the decision and, if any, evaluation data supporting the change.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.

Mendocino County BHRS
Services Contract Claim Form

Submit Invoice to:	Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California	**Contractor:**	Name Attn: Contact Address City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	