

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **MCAVHN Care and Prevention**, 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 its delegated activities and reporting responsibilities in compliance with the County Mental Health Plans contract obligation and protocol, Proposition 63 (MHSA), and the County Mental Health Services Act Plan; 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-1 and Exhibit A-2, 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	Definition of Services – Specialty Mental Health Services
Exhibit A-2	Definition of Services – Mental Health Services Act
Exhibit B-1	Payment Terms – Specialty Mental Health Services
Exhibit B-2	Payment Terms – Mental Health Services Act
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, The Federal False Claims Act, The California false Claims Act
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Business Associate Agreement
Addendum B	Medi-Cal Data Privacy and Security Agreement

The term of this Agreement shall be from July 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Four Hundred Twenty Thousand Dollars (\$420,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., BHRS Director

Date: 6/15/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050, 4051

Line Item: 86-3164, 86-2189

Org/Object Code: MH, MACSS

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

Date: 06/22/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]  
Deputy 06/22/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]  
Deputy 06/22/2022

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 06/15/2022

CONTRACTOR/COMPANY NAME

By: [Signature]  
Libby Guthrie, Executive Director

Date: 6/15/22

NAME AND ADDRESS OF CONTRACTOR:

MCAVHN Care and Prevention  
148 Clara Avenue  
Ukiah, CA 95482

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: [Signature]  
Deputy 06/15/2022

Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 06/15/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB#  
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-1 and Exhibit B-2 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-1 and Exhibit B-2. 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-1 and Exhibit B-2.

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-1 and Exhibit A-2 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  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

To CONTRACTOR: MCAVHN Care and Prevention  
148 Clara Avenue  
Ukiah, CA 95482  
Attn: Libby Guthrie

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 section § 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), California Department of Health Care Services (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.

Notwithstanding any other provision contained herein, COUNTY and CONTRACTOR agree that CONTRACTOR does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medicare, and hence, is exempt from the audit provisions applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in CONTRACTOR's possession

shall be limited solely to that Documentation that relates to the specific services provided by CONTRACTOR under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

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-1 and Exhibit B-2 hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A-1 and Exhibit A-2 shall not exceed \$420,000 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 Exhibits B-1 and Exhibit B-2 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 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**

### **DEFINITION OF SERVICES**

#### **Specialty Mental Health Services**

- I. 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-1. 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.
- II. Definition of Service
  - A. Target Population
    1. CONTRACTOR shall provide Mental Health Services to Mendocino County Medi-Cal beneficiaries, eighteen (18) years and older, who have full scope Medi-Cal, meet medical necessity and access criteria for Mendocino County MHP reimbursement as delineated in Title 9, Article 2, Section 1830.205 and 1830.210 of the California Code of Regulations and in the County MHP.
    2. Services shall include a comprehensive array of services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; 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, access criteria, and the unique needs. Services shall be guided by an individual's diagnosis and treatment plan, which shall be reviewed and revised annually. When appropriate, client shall be referred to the Full Service Partnership program.



3. 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), 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.

#### B. Location of Services

1. CONTRACTOR shall provide outpatient specialty mental health services in Ukiah. Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law. Transport services shall be available as needed.

#### C. Entities

1. MCAVHN Care and Prevention (MCAVHN) is the CONTRACTOR that will be providing 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 BHRS policies and procedures.
2. Anchor Health Management (AHM) (formerly known as Redwood Quality Management Company (RQMC)) is an Administrative Services Organization contracted with the COUNTY to arrange for the provision of SMHS. AHM shall provide administrative and utilization review of CONTRACTOR in regards to 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 BHRS policies and procedures.
3. BHRS is the COUNTY contracting with CONTRACTOR to provide SMHS.

4. This agreement establishes and defines the contractual relationship between CONTRACTOR and COUNTY and does not establish privity of contract between the CONTRACTOR and any other person, organization or government entity. This Agreement shall not be construed so as to give any person, organization or government entity, other than CONTRACTOR and COUNTY, any legal or equitable claim or right as a third party beneficiary or otherwise.

#### D. SMHS

1. 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 guided by an individualized client treatment plan, which shall be reviewed and revised annually. Services shall be delivered within the least restrictive and most normative environment that is clinically appropriate.
2. An array of specialty mental health services shall be available to Medi-Cal beneficiaries who meet medical necessity and access criteria. Services shall be aimed at ameliorating mental health symptoms, utilizing interventions that are designed to provide reduction of the client's mental illness, restoration, improvement and/or preservation of individual and community functioning. Specialty mental health services include Assessment, Plan Development, Collateral, Therapy, Rehabilitation, and Targeted Case Management.
3. 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.
4. Criteria for adult beneficiaries to access the SMHS delivery system.
- a. For beneficiaries twenty-one (21) years of age or older, a County MHP shall provide covered SMHS for beneficiaries who meet both of the following criteria, 1) and 2) below:
    - 1) The beneficiary has one (1) 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.
    - AND
    - 2) The beneficiary’s condition as described in paragraph (1) is due to either of the following:
      - a) A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.

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

5. Criteria for beneficiaries under age twenty-one (21) years of age to access the SMHS delivery system.

a. For enrolled beneficiaries under twenty-one (21) years of age, a County MHP 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 beneficiaries who meet either of the following criteria, 1) or 2) below:

1) The beneficiary 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 the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2) The beneficiary meets both of the following requirements in a) and b), below:

a) The beneficiary has at least one (1) of the following:

- i. A significant impairment.
- ii. A reasonable probability of significant deterioration in an important area of life functioning.
- iii. A reasonable probability of not progressing developmentally as appropriate.
- iv. 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 is required to provide.

AND

b) The beneficiary's condition as described in subparagraph (2) above is due to one (1) of the following:

- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.



- ii. A suspected mental health disorder that has not yet been diagnosed.
  - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- c) If a beneficiary under twenty-one (21) years of age meets the criteria as described in 1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in 2) above.

#### E. Scope of Services

##### 1. 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 adults eighteen (18) years and older. CONTRACTOR incorporates family members into treatment when beneficial to the primary client. Services may include individual therapy, group therapy, collateral, targeted case management, group and individual rehabilitation, assessment, and plan development. 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 services. Outpatient mental health services shall be provided to beneficiaries who meet medical necessity and the criteria for access to SMHS. Outpatient services may be provided in the home, clinic, or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be beneficiary driven and culturally sensitive.
  - g. CONTRACTOR shall 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 will use the following outcome measurement tool: Adult Needs and Strengths Assessment (ANSA), 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 AHM with outcome measure tool data. CONTRACTOR will ensure staff are trained annually on the measurement tools.

- i. 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.

## 2. 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.

## 3. 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, AHM 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.

#### 4. 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, Trauma-Focused Cognitive Behavioral Treatment (TF-CBT), Alternatives for Families-CBT (AF-CBT), and Motivational Interviewing (MI). Clinicians shall have the requisite training needed to provide these services.

#### 5. 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 services for adults eighteen (18) years and older.
- 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.
- 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 AHM.
- 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.
- f. CONTRACTOR will ensure progress notes are submitted in a timely manner, per COUNTY policy and procedure time requirements from date of service, and will also review and approve progress notes within required time frame of submission.

#### F. 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 submit to AHM 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.
  - a. CONTRACTOR shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.
  - b. CONTRACTOR and/or subcontractors shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.

G. Availability and Accessibility of Services

1. CONTRACTOR shall ensure the availability and accessibility of medically necessary services. At a minimum, CONTRACTOR shall:
  - a. Provide adequate access to all services covered under this contract, taking into consideration all of the following:
    - 1) Anticipated number of seventy-five (75) to one hundred fifty (150) Adult Medi-Cal eligible clients.
    - 2) Expected to maintain cultural competency.
    - 3) Expected to inform AHM when not accepting new beneficiaries.
    - 4) Expected to verify credentialing for the services being provided.
2. 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.
3. 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 their 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.

4. 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 or criteria for access. A copy of the NOABD shall be added to the client EHR and the CONTRACTOR will notify AHM. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish.
5. 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.
6. 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 shall be provided to AHM.
7. CONTRACTOR shall provide appropriate service referrals and authorizations within a Continuum of Care (CoC) appropriate to client's mental health needs.
8. 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.
9. 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.

10. CONTRACTOR shall provide mental health assessments and referrals; supportive care management services; substance abuse linkage and referrals; and integration with primary care.
11. 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.
12. If CONTRACTOR determines that it is unable to provide access to all services covered under this contract, CONTRACTOR shall notify AHM in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with AHM 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.

#### H. 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 AHM, as outlined in this contract. CONTRACTOR shall provide to AHM all requested data reports necessary for quality assurance, performance improvement, and utilization review.
3. AHM will act as the Point of Authorization (POA) for SMHS for beneficiaries. CONTRACTOR shall work with AHM on services that require prior or concurrent authorization.
4. CONTRACTOR shall work with AHM to ensure that beneficiaries have appropriate access to SMHS. CONTRACTOR shall work with AHM to assess the capacity of service delivery and accessibility of services to beneficiaries;

this includes monitoring the services provided and utilization of the services. AHM will provide this information to COUNTY and report this information at Utilization Management meetings monthly.

5. AHM will evaluate appropriateness and efficiency of services provided to beneficiaries. AHM will track utilization of data to show client outcomes and performance indicators over time. AHM will track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services. AHM will provide this information to COUNTY and report this information at Utilization Management meetings monthly. CONTRACTOR shall work with AHM to facilitate AHM's duties outlined in this paragraph.
6. AHM 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. AHM will provide information and training and agencies are required to pass these onto relevant staff and providers. CONTRACTOR will provide AHM 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. AHM 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, AHM or COUNTY will start the corrective action plan (CAP) process. AHM 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 AHM 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 AHM and CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.
14. CONTRACTOR shall provide AHM 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.

I. Performance Improvement

- 1. At the request of AHM, CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide AHM all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:
  - a. Service delivery capacity;
  - b. Service delivery system and meaningful clinical issues;
  - c. Service accessibility;
  - d. Continuity of care and coordination of care; and
  - e. Beneficiary satisfaction.
- 2. CONTRACTOR shall use AHM approved clinical documentation and forms. CONTRACTOR shall obtain approval from AHM 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 AHM approval may result in the inability of CONTRACTOR to bill for services.

3. AHM 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. AHM 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.
4. 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 AHM and COUNTY to design and implement interventions for improving performance, and measure the effectiveness of interventions.
5. CONTRACTOR shall work with COUNTY to complete a minimum of two (2) 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.
6. CONTRACTOR shall ensure that all identified issues are tracked over time and reported to the AHM.
7. CONTRACTOR shall provide reports and performance data to AHM for meetings, such as Quality Improvement/Quality Management, Behavioral Health Advisory Board (BHAB), Utilization Management, Mental Health Services Act, and Quality Improvement Committee meetings.
8. CONTRACTOR shall attend meeting such as, Quality Improvement Committee and Mental Health Services Act to present information and data regarding their programs.
9. CONTRACTOR shall work with AHM to ensure that CONTRACTOR participates in COUNTY and State required beneficiary/family satisfaction

surveys. CONTRACTOR shall submit to AHM all surveys by the due date. CONTRACTOR shall work with AHM and COUNTY to use the data to identify trends and opportunities for improvement.

#### J. 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 AHM.
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 sections§§ 438.404(c). A copy of the NOABD shall be added to the client EHR and the CONTRACTOR will notify AHM. AHM shall provide to COUNTY a copy of all NOABDs monthly.

## K. Compliance

1. 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.
2. 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.
3. CONTRACTOR 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.
4. In performing the obligations defined herein, CONTRACTOR shall employ and contract only with personnel and providers having the skill necessary to meet the requirements 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 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.

5. 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:
  - a. Screening New Personnel and Providers:
    - 1) For all licensed, waived, 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:
      - a) The appropriate license and/or board certification or registration, as required for the particular provider type.
      - b) Evidence of graduation or completion of any required education, as required for the particular provider type.
      - c) Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type.
      - d) Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
      - e) Possession of a current National Provider Identifier (NPI) on the National Plan and Provider Enumeration System (NPPES) website.



- 2) 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.
- 3) CONTRACTOR shall require all personnel, network providers and contracted providers to undergo fingerprinting, as required by position type.
  - a) 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](http://www.breeze.ca.gov).
    - iii. Psychologist candidates must be waived 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/>.
  - b) 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.
  - c) 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>.
  - d) 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>.
  - e) 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.
  - f) Record Retention: Records of the background screenings shall be in accordance with personnel record retention requirements.
- b. Ongoing Monthly checks:
- 1) CONTRACTOR shall ensure all personnel, network providers, and contracted providers are screened monthly against the exclusion lists and verifications:
    - a) OIG/LEIE.
    - b) Medi-Cal List of Suspended and Ineligible Providers.
    - c) SAM Database.
    - d) Active License, Registration or Intern.
    - e) NPPES.

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

c. 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 AHM 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) LCSW.
  - c) LMFT.
  - d) Licensed Professional Clinical Counselor.
  - e) Marriage & Family Counselor.
  - f) NP.
  - g) MD.
  - h) 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 AHM. CONTRACTOR is required to track all licensed, waived, and registered staff renewal dates. Any problems should be immediately discussed with AHM and the COUNTY Quality Assurance (QA)/Quality Improvement (QI) Manager. Contractors shall track all licensed, waived, 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 BHRS; 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.

III. 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.

IV. 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.

- V. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 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.
- VI. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. 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.
- VII. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- VIII. 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 (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

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

[END OF EXHIBIT A-1]

## **EXHIBIT A-2**

### **DEFINITION OF SERVICES**

#### **Mental Health Services Act**

- I. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plan (MHP), Protocol, Proposition 63, MHSA and with the County Mental Health Services Act (MHSA) Plan.
  - A. CONTRACTOR, agrees to provide Community Services and Support (CSS) services, pursuant to the Payment Terms in Exhibit B-2, using the Integrated Care Coordination Service Model for beneficiaries through an Adult Drop-in Center, Full Service Partnerships, and Behavioral Health Court to better serve consumers with severe mental illnesses.
  - B. CONTRACTOR shall provide the following services for beneficiaries ages eighteen (18) and older:
    - 1. Services for Full Service Partners, other adults and older adults in the Ukiah and Willits area with severe mental illness through a drop in center.
      - a. Services include:
        - 1) Linkage to behavioral health and other support services.
        - 2) Life skills training.
        - 3) Finance management support including, benefits education and Social Security Disability Insurance (SSDI)/ Supplemental Security Income (SSI) applications.
        - 4) Dual Diagnosis and harm reduction education, referral and linkage to co-occurring disorders treatment.
        - 5) Vocational and educational support.
        - 6) Health management support, referrals and linkage to medical and behavioral health providers.
        - 7) Self-esteem building and development of healthy social relationships, including monthly socials.
        - 8) Coordinated Entry and housing referral support services.

- 9) Referrals and resources for human immunodeficiency virus (HIV) positives; linkage to care.
2. Peer support, self-advocacy, and personalized recovery.
3. Full Service Partnerships services, according to the following:
  - a. Linkage to individual and family counseling.
  - b. Linkage to other services that support the health, well-being and stability of the client/family.
  - c. An assigned Care Manager.
    - 1) Care Manager must be able to respond to or make arrangements for other qualified individuals to respond to client/family needs twenty-four (24) hours a day seven (7) days per week.
  - d. Documentation completed as required by AHM, such as:
    - 1) Inclusion Criteria.
    - 2) Partnership Assessment Form (PAF).
    - 3) Key Event Tracking (KET).
    - 4) Quarterly Assessment (3M).
    - 5) Individual Services and Supports Plan (ISSP).
  - e. Track the number of Family Services Providers.
4. Behavioral Health Court Services (BHC), which include:
  - a. Providing a representative at BHC.
  - b. Supporting client to navigate the BHC process.
  - c. Complete documentation as requested by AHM.
5. Use outcome measures, Adult Needs and Strengths Assessment (ANSA), and client satisfaction surveys.
6. Participate in the MHSA Forums.

7. Complete quarterly and annual reports for each program type (Wellness Center, FSP, BHC) according to the following:
  - a. Reports to include:
    - 1) Program Name.
    - 2) Number of unduplicated clients served in the fiscal year.
    - 3) Client demographics for unduplicated clients served.
    - 4) Number and types of services provided to clients.
    - 5) Location services were provided.
    - 6) Summary and outcome of services provided.
  - b. Quarterly reports are due thirty (30) days following the last day of the quarter being reported.
  - c. Twice (2x) Annual Reports including names of staff conducting MHSA programs, fluent languages spoken by those staff, cultural proficiencies each staff possesses, and any cultural training they attended during the reporting period within thirty days (30) after the last day of the second (2nd) and fourth (4th) quarters.
  - d. Annual Reports are due on July 31, 2023 including:
    - 1) Description of culturally responsive considerations.
    - 2) Description of any changes made in the program from beginning of year to end.
    - 3) Description of any evidence based practice, Promising Practice, or community based practices that were used.
    - 4) Outcomes and indicators: approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery, including how often the data is collected and analyzed.
    - 5) Analysis of the strengths and challenges experienced by the program in meeting prevention goals in the preceding year, which shall include a

narrative of anecdotal information, with concrete examples, and/or quotes from participants, peer volunteers, and service providers that may be used to show effectiveness, and/or improve services.

III. CONTRACTOR shall participate in the MHSA forums.

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

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

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

C. All CONTRACTOR employees, agents, subcontractors, and partners are informed of the above provisions, and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

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

VI. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 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.

VII. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies,



having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. 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.

- VIII. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
- IX. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- X. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- XI. In carrying out the Scope of Work contained in this Exhibit A-2, 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-2, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- XII. CONTRACTOR shall maintain compliance with Title 9 of the California Code of Regulations Title 9, the County of Mendocino MHP Agreement, Title 42 of the California Code of Regulations, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other County of Mendocino MHP Agreement requirements for client confidentiality and record security.
- XIII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF EXHIBIT A-2]

## **EXHIBIT B-1**

### **PAYMENT TERMS**

#### **Specialty Mental Health Services**

- 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 Four Hundred Thousand Dollars (\$400,000) for the term of this Agreement as follows:
    1. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.
    2. COUNTY will reimburse all claims for SMHS provided by subcontractors based on the amount claimed in an amount, not to exceed Four Hundred Thousand Dollars (\$400,000) approved SMHS provided during the term of this Agreement.
    3. Billing for services shall be completed as per instructions in the Department of Health Care Services (DHCS) Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino County Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan".
    4. 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.
    5. 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 to Anchor Health Management (AHM) 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.

6. 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 AHM. 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 AHM 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.
  7. 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 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.

- E. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- F. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the Electronic Health Record (EHR) describing how the intervention provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning.
- G. 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).
- H. 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.
- I. CONTRACTOR is responsible for:
  - 1. Billing other health coverage;
  - 2. Collecting SOC amounts; and
  - 3. Collecting Uniform Method of Determining Ability to Pay (UMDAP) amounts.
- J. 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.



- K. Rate setting and payment shall be consistent with Federal and State statutes and regulations, as they may be amended from time to time. These rates are presently:
1. Mental Health Services \$3.00 per minute
  2. Assessment, Client Plan \$3.00 per minute
  3. Case Management, Brokerage \$2.70 per minute
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- Q. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by County of Mendocino MHP Agreement.
- R. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by Oct 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 DHCS. 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 DHCS.

- S. CONTRACTOR will provide an annual budget and submit required financial information to AHM monthly. CONTRACTOR shall submit a monthly Expenditure Report to the AHM each month.
- T. CONTRACTOR must comply with all policies, procedures, letters, and notices of the County of Mendocino MHP Agreement and DHCS and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.
- U. If CONTRACTOR is out of compliance with report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.
- V. CONTRACTOR shall comply with all requirements of the Mendocino County MHP Contract with the State of California; direction(s) from the Behavioral Health Director, and all policies, procedures, letters and notices of the County of Mendocino and/or the DHCS.
- W. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/County MHP Contract, and all direction from the Behavioral Health Director.

II. Audits:

- A. CONTRACTOR shall comply with COUNTY, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and COUNTY shall each be responsible for any audit exceptions or disallowances on their part.
- C. COUNTY shall not withhold payment from CONTRACTOR for exceptions or disallowances for which COUNTY is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

- III. The compensation payable to CONTRACTOR for SMHS as defined in the Definition of Services, Exhibit A-1, shall not exceed Four Hundred Thousand Dollars (\$400,000) for the term of this Agreement.

[END OF EXHIBIT B-1]

## **EXHIBIT B-2**

### **PAYMENT TERMS**

#### **Mental Health Services Act**

- I. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. COUNTY will reimburse CONTRACTOR for Full Service Partnership Community Services and Support (CSS) services as defined in the Definition of Services, Exhibit A-2 when approved and Full Service Partnership documentation is fully and correctly completed.
  - B. COUNTY will reimburse CONTRACTOR in an amount up to One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$1,666.66) each month upon receipt of invoice for CSS services as defined in the Definition of Services, Exhibit A-2.
  - C. COUNTY must receive all reports by the due dates specified in the Definition of Services, Exhibit A-2.
  - D. Failure to submit correct and accurate reports to the COUNTY within the stated timeframes and as outlined in the Definition of Services, Exhibit A-2 will delay or otherwise impact payment to the CONTRACTOR.
  - E. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10<sup>th</sup>) of the month for services rendered the previous month. Billing for services received after the tenth (10<sup>th</sup>) of the month will not be honored.
  - F. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
  - G. 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 Behavioral Health Director approval.
  - H. Invoices submitted later than thirty (30) days following the period covered in the report must be submitted with a justification letter, and must be approved by COUNTY, or the invoice will not be paid.

I. 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

II. Payments under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) for CSS services for the term of this Agreement.

Component	Approximate Monthly Allocation	Contract Allocation
CSS Services	\$1,666.66	\$20,000
<b>Total</b>	\$1,666.66	\$20,000

III. The compensation payable to CONTRACTOR for CSS under MHSA as defined in the Definition of Services, Exhibit A-2, shall not exceed Twenty Thousand Dollars (\$20,000) for the term of this Agreement

[END OF EXHIBIT 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**  
THE MENDOCINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH & RECOVERY SERVICES  
**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF CONTRACTOR: **MCAVHN Care and Prevention**

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.

Date 6/15/22

  
CONTRACTOR Signature

148 Clara Avenue, 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 through 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Libby Guthrie

(Type Name)

MCAVHN Care and Prevention

(Organization Name)

Executive Director

(Title)

148 Clara Avenue  
Ukiah, CA 95482

(Organization Address)

  
(Signature)

6/15/22  
(Date)



## Addendum A

### Business Associate Agreement

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective July 1, 2022 (the "Effective Date"), by and between **MCAVHN Care and Prevention** ("Business Associate/Qualified Service Organization") and **Mendocino County 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 its 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.

**MCAVHN Care and Prevention**

By: Libby Guthrie  
Name: Libby Guthrie

Title: Executive Director

**Mendocino County**

By: Jenine Miller  
Name: Jenine Miller, Psy:D.

Title: BHRS Director

## **Addendum B**

### **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:

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- 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 store
- 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.



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- 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](http://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.



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- 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

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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

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using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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Signature Page

Libby Guthrie  
Contractor Name (printed)

Libby Guthrie  
Contractor Signature

Executive Director  
Contractor Title

MCAVHN Care and Prevention  
Contractor's Agency Name

6/15/22  
Date