

COUNTY OF MENDOCINO STANDARD SERVICES AGREEMENT

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

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its specialty mental health services in compliance with the County Mental Health Plan (MHP) contract obligation for MHP beneficiaries; and,

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

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

Exhibit A-1	Specialty Mental Health Services, Definition of Services
Exhibit A-2	Avatar NX Electronic Health Record System, Definition of Services
Exhibit B-1	Specialty Mental Health Services, Payment Terms
Exhibit B-2	Avatar NX Electronic Health Record System, Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Exhibit E	Deficit Reduction Act - Obligations of County
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Addendum B	Business Associate Agreement
Attachment 1	Title 42: Public Health – PART 2
Attachment 2	CPT Billing Code Rates
Attachment 3	Invoice

The term of this Agreement shall be from July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

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

Date: 7/9/26

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

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

SARA PIERCE, Interim Clerk of said Board

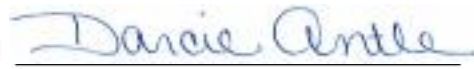
By: _____
Deputy

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

SARA PIERCE, Interim Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 07/08/2026

CONTRACTOR/COMPANY NAME

By: 
Amanda Archer, Executive Director

Date: 7/8/2026

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 South State Street
Ukiah, CA 95482
707-463-4915 X11
aarcher@mcyp.org

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

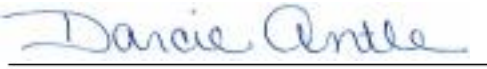
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 07/08/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 07/08/2026

Signatory Authority: \$0-25,000 Department; \$25,001-\$75,000 Purchasing Agent; \$75,001+ Board of Supervisors

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.
Cc: Karen Lovato, HS Fiscal

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

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

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

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

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of

Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

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

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

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

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$750,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

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

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

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:
- a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or

- b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A-1

SPECIALTY MENTAL HEALTH SERVICES DEFINITION OF SERVICES

1. ENTITIES

- A. Mendocino County Youth Project (CONTRACTOR) shall provide Specialty Mental Health Services (SMHS) as defined in this Agreement and pursuant to Medicaid laws and regulations, including the 1915(b) Waiver, COUNTY of Mendocino's State Mental Health Plan (MHP) Agreement, and Behavioral Health and Recovery Services (BHRS) policies and procedures.
- B. BHRS (hereinafter "COUNTY" or "BHRS") is contracting with CONTRACTOR to provide SMHS.

2. SERVICE CONDITIONS

- A. As an organizational provider agency, CONTRACTOR shall provide administrative and direct program services to COUNTY's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of twenty-one (21), CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).
- B. CONTRACTOR has the option to deliver services using evidence-based program models. CONTRACTOR shall provide said services in CONTRACTOR's program(s) as described herein, and utilizing locations as described herein.
- C. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with COUNTY's MHP Agreement obligation. CONTRACTOR shall provide SMHS to eligible Medi-Cal beneficiaries of Mendocino County within the Definition of Services defined in this Agreement 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, County of Mendocino's State MHP Agreement, and Mendocino County BHRS policies and procedures, all of which are incorporated herein by reference and made a part hereof.

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
 - I. CONTRACTOR shall provide Mental Health Services to children ages zero to fifteen (0-15) years and transition age youth (TAY) ages sixteen to twenty-

four (16-24) years, who have full-scope Medi-Cal, meet medical necessity and access criteria, and meet Early Periodic Screening, Diagnosis, and Treatment (EPSDT) criteria for SMHS as delineated in Title 9, Chapter 11 of the California Code of Regulations. These services shall be reimbursed at the contracted interim rates. Interim rates may be increased or decreased at the sole discretion of COUNTY.

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

4. LOCATION OF SERVICES.

- A. CONTRACTOR shall provide SMHS within Mendocino County, in schools, and in the community including clients' home when beneficial to the client and routinely when clients are in supported living situations. Services shall be available in office, in the community, in person, on the phone, and/or through telehealth. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law.

5. SERVICES TO BE PROVIDED

- A. CONTRACTOR shall provide the following medically necessary covered specialty mental health services, as defined in the Department of Health Care Services (DHCS) Billing Manual available at <https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf>, or subsequent updates to this billing manual to clients who meet access criteria for receiving SMHS.
 - I. Please refer to Attachment 2 for information regarding Current Procedural Terminology (CPT) Billing Code rates.
 - II. Additional service codes may be approved at the discretion of COUNTY Director of Health Services.

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

6. CERTIFICATION OF ELIGIBILITY

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

7. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

- B. For enrolled clients under twenty-one (21) years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age twenty-one (21) meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

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

- II. The client has at least one (1) of the following:

- a. A significant impairment.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the client's condition as described in subparagraph (II a-d) above is due to one (1) of the following:

1. Diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 2. A suspected mental health disorder that has not yet been diagnosed.
 3. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- C. For clients twenty-one (21) years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:
- I. The client has one (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.
 - II. The client's condition as described in paragraph (I) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.

8. ADDITIONAL CLARIFICATIONS

A. Criteria

- I. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A-1 of this Agreement can be provided and submitted to COUNTY for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite

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

9. MEDICAL NECESSITY

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

10. COORDINATION OF CARE

- A. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- B. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- C. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- D. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

- E. To facilitate care coordination, CONTRACTOR shall request a Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

11.CO-OCCURRING TREATMENT AND NO WRONG DOOR

- A. SMHS and NSMHS can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both SMHS and NSMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
- B. Under this Agreement, CONTRACTOR shall ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
 - I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
 - II. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

12.SERVICE AUTHORIZATION

- A. CONTRACTOR shall collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
- B. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
- C. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
- D. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the required timeframes.
- E. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than seventy-two (72) hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

13. REFERRAL AND INTAKE PROCESS

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

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

II. CONTRACTOR shall adhere to the following criteria for access to SMHS, per 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 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 EPSDT services. Services provided to a beneficiary shall be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.
- d. All individuals requesting SMHS services shall be provided with an appointment within ten (10) business days for non-medication management services and fifteen (15) business days for medication

management services. The ten (10) business days and fifteen (15) business days starts upon receipt of the referral.

- e. COUNTY operates a no wrong door model for access to treatment. An individual can access services from any SMHS treatment provider. If CONTRACTOR is at capacity, CONTRACTOR shall notify COUNTY within twenty-four (24) hours of their inability to accept additional clients. If CONTRACTOR is unable to offer treatment within ten (10) business days, CONTRACTOR shall coordinate with COUNTY QAPI department so the referral can be moved to another provider who can meet the ten (10) business day requirement.

14. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

I. Specialty Mental Health

- a. CONTRACTOR shall provide a range of mental health services as delineated in Title 9, Chapter 11 of the California Code of Regulations to assist children and TAY to gain the social and functional skills necessary for appropriate development and social integration. CONTRACTOR shall incorporate family members into treatment when beneficial to the primary client. Services include family therapy, individual therapy, group therapy, collateral, targeted case management, group and individual rehabilitation, assessment, plan development, intensive care coordination, intensive home-base services, therapeutic behavioral services, and therapeutic foster care. Licensed Therapists, Interns, and Case Managers provide these services as allowable under the Title 9 of the California Code of Regulations.
- b. CONTRACTOR shall ensure that all medically necessary covered SMHS are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- c. CONTRACTOR shall ensure:
 - 1. The availability of all SMHS to address emergency psychiatric conditions twenty-four (24) hours a day, seven (7) days a week.
 - 2. The availability of SMHS to address urgent conditions twenty-four (24) hours a day, seven (7) days a week.
 - 3. The availability of SMHS within sixty (60) miles or ninety (90) minutes of travel for all beneficiaries.
 - 4. Timely access to routine SMHS, as determined by COUNTY to be required to meet needs.

- d. CONTRACTOR shall, to the extent feasible, allow Medi-Cal beneficiaries to choose the person/agency providing the services.
- e. CONTRACTOR shall assign beneficiaries a care coordinator/care manager, and link them 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 SMHS. Outpatient SMHS shall be provided to beneficiaries who meet medical necessity and the criteria for access to SMHS. Services may be provided in the clinic, telehealth or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be beneficiary driven and culturally sensitive.
- g. CONTRACTOR may provide Targeted Case Management services to assist beneficiaries to receive appropriate services, arrange transportation to appointments and/or activities when needed, and help them perform activities of daily living. Targeted Case Management services are defined as services furnished to assist individuals in gaining access to needed medical, alcohol and drug treatment, social, educational, and other services, and to monitor client progress.
- h. CONTRACTOR shall provide Therapeutic Behavioral Services (TBS) to beneficiaries that meet the eligibility requirements for TBS. TBS is defined as intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age twenty-one (21) with full scope Medi-Cal. Individuals receiving these services have serious emotional disturbances, are experiencing stressful transitions or life crises, and need additional short-term, specific support services to achieve outcomes specified in their client plans.
 - 1. If the beneficiary is living at home, a TBS staff person can work one-to-one with the child or youth to reduce severe behavior problems to try to keep the beneficiary from needing a higher level of care.
 - 2. If the beneficiary is placed outside of their home, living in a group home or a short-term residential therapeutic program for children, adolescents, and young people with very serious emotional problems, a TBS staff person can work with the child or youth so they may be

able to move to a lower level of care, such as a foster home or back home. TBS will help families, caregivers, or guardians learn new ways of addressing problem behavior and ways of increasing the kinds of behavior that will allow the child or youth to be successful. The beneficiary, the TBS staff person, and the family, caregiver, or guardian shall work together as a team to address problematic behaviors for a short period, until the child or youth no longer needs TBS.

- i. CONTRACTOR shall provide, as clinically appropriate, Intensive Care Coordination (ICC). ICC services offer targeted case management services which include assessment of, care planning for, and coordination of services for children and youth.
- j. CONTRACTOR shall provide, as clinically appropriate, Intensive Home Based Services (IHBS). IHBS offers individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's or youth's functioning. Interventions are aimed at helping the child/youth build skills for successful functioning in the home and community, as well as improving the family's ability to help the child/youth successfully function in the home and community.
- k. CONTRACTOR shall use the following outcome measurement tools: Based on client's age: the Adult Needs and Strengths Assessment (ANSA), Child Assessment of Needs and Strengths (CANS) currently required by DHCS, Client Satisfaction Questionnaire (CSQ-4), General Anxiety Disorder-7 (GAD7), Pediatric Symptom Checklist (PSC-35), and Adverse Childhood Experiences, to measure clients' functioning and/or satisfaction. The frequency and intensity of services shall be correlated with outcome measured data. Outcome measured data shall be collected at the beginning of treatment, every six (6) months following the first administration, and at the end of treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration. CONTRACTOR shall provide BHRS with outcome measured tool data. CONTRACTOR shall ensure staff are trained annually on the measurement tools.
- l. Psychiatric emergencies shall be assessed and referred to the appropriate level of the multi-tiered crisis service. Dispositions to crisis or twenty-four (24) hour care services shall be based on medically necessary interventions, centered on client and community safety, and rapid stabilization of the crisis episode.

II. Documentation Requirements

- a. CONTRACTOR shall follow all documentation requirements per

COUNTY's MHP and in compliance with federal, state, and COUNTY requirements.

- b. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services shall be identified as provided in-person, by telephone, or by telehealth.
- c. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

III. Assessment

- a. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.
- b. CONTRACTOR shall utilize the seven (7) uniform assessment domains, include other required elements, and document the assessment in the client's medical record.
- c. For clients age six (6) through twenty (20), CANS, and for clients age three (3) through eighteen (18), PSC-35, are required at intake, every six (6) months during treatment, and at discharge.
- d. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR shall complete assessments within a reasonable time frame and in accordance with generally accepted standards of practice (within ninety (90) days of the assignment to the provider, unless there are documentation of any issues that prove to be a barrier to completion (i.e., acuity, homelessness, difficulty with engagement)).

IV. ICD-10

- a. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- b. Once a DSM diagnosis is determined, CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

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

V. Problem List

- a. CONTRACTOR shall create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- b. CONTRACTOR shall document a problem list that adheres to industry standards utilizing at minimum current International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
- c. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
- d. The problem list shall include, but is not limited to, all elements as required per MHP and DHCS.
- e. COUNTY does not require the problem list be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time frame such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified by the MHP.

VI. Treatment and Care Plans

- a. CONTRACTOR is not required to prospectively complete treatment or care plans for clients under this Agreement, except as required by the MHP, federal law, and/or additional guidance from DHCS. Care planning is expected to be an ongoing interactive part of service delivery which is coordinated with other providers.

VII. Progress Notes

- a. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.
- b. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code

description.

- c. Progress notes shall include all elements required, whether the note be for an individual or a group service.
- d. CONTRACTOR shall complete progress notes within three (3) business days of providing a service, with the exception of notes for crisis services, which shall be completed within twenty-four (24) hours.
- e. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

VIII. Transition of Care Tool

- a. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services shall be transferred from CONTRACTOR to a MCP provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, in order to ensure continuity of care.
- b. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.
- c. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

IX. Telehealth

- a. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services shall conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- b. All telehealth equipment and service locations shall ensure that client confidentiality is maintained.

- c. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- d. Medical records for clients served by CONTRACTOR under this Agreement shall include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent shall be obtained at least once (1x) prior to initiating applicable health care services and consent shall include all elements as required by MHP.
- e. CONTRACTOR is required to obtain verbal or written consent for the use of telehealth from the beneficiary, including:
 - 1. An explanation that the beneficiary has the right to access covered services in person and
 - 2. That consenting for telehealth is voluntary, and can be revoked at any time without affecting the beneficiary's ability to access covered services in the future.
- f. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR shall allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

X. Consumer Rights

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

XI. Client Records

- a. CONTRACTOR shall maintain client records. CONTRACTOR shall identify a compliance officer who 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, 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 HIPAA regulations, state and federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security. Client records shall be kept and maintained for ten (10) years from the last date that the client received services. For minors, client records shall be kept and maintained until the minor reaches the age of maturity (eighteen (18) years) plus an additional ten (10) years from the last date the client received services.

XII. Evidenced Based Practices

- a. CONTRACTOR shall provide, when possible and clinically appropriate, specialty mental health treatment that includes the following evidence-based practices: Cognitive Behavioral Therapy, Parent Child Interactive Therapy (PCIT), Trauma-Focused Cognitive Behavioral Treatment (TF-CBT), Alternatives for Families-CBT (AF-CBT), Motivational Interviewing (MI), and Positive Parenting Program (Triple P). CONTRACTOR's clinicians shall have the requisite training needed to provide these services. Adjunctive modalities include Sand Tray, Somatic Therapy, Play Therapy, and Art.
- b. If CONTRACTOR provides Evidence Based Practices (EBP) required under DHCS, BH-CONNECT, those services shall work with COUNTY and Centers for Excellence, to provide the service at a high level of fidelity. These EBPs include but are not limited to Assertive Community Treatment (ACT), Forensic Assertive Community Treatment (FACT), Coordinated Specialty Care for First Episode Psychosis (FEP), Individual Placement Support Supported Employment (ISP), Enhanced Community Health Worker Services (CHW), Clubhouse Services, Multisystemic Therapy (MST), Functional Family Therapy (FFT), Parent-Child Interaction Therapy (PCIT), and/or High Fidelity Wraparound (HFW).

XIII. Mental Health Services for Medi-Cal Recipients

- a. CONTRACTOR shall offer a range of programs that are available to qualifying beneficiaries who are Medi-Cal eligible:
 - 1. Outpatient specialty mental health treatment services for children and youth through age fifteen (15).
 - 2. Outpatient specialty mental health treatment services for TAY youth, age sixteen (16) through twenty-four (24).
 - 3. Outpatient mental health services within schools, community, and CONTRACTOR's offices.

- b. CONTRACTOR shall offer the following range of SMHS to Medi-Cal beneficiaries:
 - 1. Assessment Evaluation.
 - 2. Plan Development.
 - 3. Therapy – Individual/Family/Group.
 - 4. Collateral.
 - 5. Rehabilitation.
 - 6. Targeted Case Management.
 - 7. Intensive Care Coordination.
 - 8. Intensive Home Based Services.
 - 9. Therapeutic Behavioral Services.
- c. CONTRACTOR shall use COUNTY's EHR. The EHR shall allow 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 shall participate in COUNTY Behavioral Health Analytic platform for clinical and treatment outcomes.
- e. CONTRACTOR shall ensure timely access to services. CONTRACTOR shall ensure date of first 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 County of Mendocino's 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) shall be sent to the client within two (2) business days. A copy of the NOABD shall be added to the COUNTY EHR and CONTRACTOR shall notify COUNTY.
- f. CONTRACTOR shall conduct client billing in accordance with the DHCS Mental Health Services Division Medi-Cal Billing Manual and the Mendocino COUNTY's 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 shall be followed. CONTRACTOR shall be liable for any exceptions and shall reimburse COUNTY for any recoupments ordered by the State or COUNTY. COUNTY shall only reimburse CONTRACTOR for services provided to Medi-Cal and

Indigent beneficiaries upon receipt of a valid Explanation of Medicare Benefits.

XIV. Cultural Competency

- a. CONTRACTOR shall strive to hire therapists and other staff who are bilingual and culturally responsive.
- b. CONTRACTOR shall provide culturally competent services. CONTRACTOR shall coordinate with COUNTY to comply with annual cultural competency skills training for its staff.
- c. 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).
- d. CONTRACTOR shall provide copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training and other trainings provided to CONTRACTOR's staff as trainings occur.
- e. CONTRACTOR shall ensure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
- f. CONTRACTOR shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.
- g. CONTRACTOR and/or subcontractors shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.

XV. Availability and Accessibility of Services.

- a. CONTRACTOR shall ensure the availability and accessibility of medically necessary services. At a minimum, CONTRACTOR shall:
 1. Provide adequate access to all services covered under this Agreement, taking into consideration all of the following:
 - a) Anticipated number of one hundred forty (140) to two hundred forty-five (245) Medi-Cal eligible children, age zero (0) to fifteen (15).
 - b) Anticipated number of forty (40) to eighty-eight (88) Medi-Cal eligible TAY, age sixteen (16) to twenty-four (24).

- c) CONTRACTOR is expected to maintain cultural competency.
 - d) CONTRACTOR is expected to inform COUNTY when not accepting new beneficiaries.
 - e) CONTRACTOR is expected to verify credentialing for services provided.
- b. Referrals may come from families and the community at large, schools, Department of Social Services, Redwood Community Crisis, BHRS, Probation, law enforcement, Victim Witness, FIRST 5, self-referred, and community based organizations. CONTRACTOR shall ensure that children ages zero (0) to five (5) who have been screened to be at risk for developing more serious mental health problems receive appropriate early mental health intervention.
 - c. 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.
 - d. 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 shall be engaged and assisted to meet his/her needs. When Mendocino County residents access services they shall 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.
 - e. If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A NOABD Denial/Limited Authorization of a Requested Service (Denial Notice) shall be provided to all beneficiaries within two (2) business days who, upon initial screening or assessment, do not meet medical necessity criteria. A copy of the NOABD shall be added to the COUNTY EHR and CONTRACTOR shall notify COUNTY. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish.
 - f. Direct services shall be provided in the client's preferred language or American Sign Language (ASL), if required. Language assistance, if needed, shall 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.

- g. CONTRACTOR shall provide appropriate service referrals and authorizations within a Continuum of Care (CoC) appropriate to client's mental health needs.
- h. 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.
- i. 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 (3) Hospital Emergency Rooms, Redwood Coast Regional Center, and other community agencies.
- j. CONTRACTOR shall provide mental health assessments and referrals; supportive care management services; substance abuse linkage and referrals; and integration with primary care.
- k. 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, MHP Beneficiary Handbook, and language taglines.
- l. If CONTRACTOR determines it is unable to provide access to all services covered under this Agreement, CONTRACTOR shall notify COUNTY in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this Agreement. CONTRACTOR shall work with COUNTY to develop a plan for the provision of needed access and/or services to meet County of Mendocino's MHP Agreement requirements set forth in this Agreement that CONTRACTOR has identified it cannot fulfill.
- m. CONTRACTOR shall provide links to COUNTY of their list of individual provider staff and maintain a current list of their individual provider staff on their websites. COUNTY shall maintain links on its website.

15. DISCHARGE CRITERIA AND PROCESS

- A. CONTRACTOR shall engage in discharge planning beginning at intake for each client served under this Agreement. Discharge planning shall include regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

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

- I. CONTRACTOR shall follow discharge criteria as outlined in COUNTY's MHP policies and procedures.

16. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

- A. CONTRACTOR shall follow program or service specific authorization requirements as outlined in COUNTY's MHP policies and procedures.

17. CLIENT PROTECTIONS

- A. Grievances, Appeals and Notices of Adverse Benefit Determination

- I. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR shall be immediately forwarded to COUNTY's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
 - II. CONTRACTOR shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
 - III. Aligned with Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN) 18-010E and 42 C.F.R. §438.404, the appropriate and delegated NOABD shall be issued by CONTRACTOR within the specified timeframes using the template provided by COUNTY.
 - IV. NOABDs shall be issued to clients anytime CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason(s) for the decision as established by DHCS and COUNTY. CONTRACTOR shall inform COUNTY immediately after issuing a NOABD.
 - V. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings shall be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - VI. CONTRACTOR shall provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

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

B. Advanced Directives

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

C. Continuity of Care

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

D. Client Rights

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

18. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

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

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

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

- IV. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
- V. Client information required in this section may only be provided electronically by CONTRACTOR if all of the following conditions are met:
- a. The format is readily accessible;
 - b. The information is placed in a location on CONTRACTOR's website that is prominent and readily accessible;
 - c. The information is provided in an electronic form which can be electronically retained and printed;
 - d. The information is consistent with the content and language requirements of this Agreement;
 - e. The client is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days. (42 C.F.R. § 438.10(c)(6).)

B. Language and Format

- I. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than twelve (12) point. (42 C.F.R. 438.10(d)(6)(ii))
- II. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- III. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the County. (42 C.F.R. § 438.10(d)(3))
 - a. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
- IV. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
- V. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and ASL, available and

free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

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

C. Beneficiary Informing Materials

- I. Each client shall receive and have access to beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:
- a. Guide to Medi-Cal Mental Health Services.
 - b. COUNTY Beneficiary Handbook.
 - c. Provider Directory.
 - d. Advance Health Care Directive Form (required for adult clients only).
 - e. Notice of Language Assistance Services available upon request at no cost to the client.
 - f. Language Taglines.
 - g. Grievance/Appeal Process and Form.
 - h. Notice of Privacy Practices.
 - i. EPSDT poster (if serving clients under the age of twenty-one (21)).
- II. CONTRACTOR shall offer and make available to each client a beneficiary handbook in the format they choose (paper and/or electronic format) at the time the client first accesses services.
- III. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least thirty (30) days before the intended effective date of change.
- IV. Required informing materials shall be electronically available on CONTRACTOR's website and shall be physically available at CONTRACTOR's agency facility lobby for clients' access.
- V. Informing materials shall be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and ASL) and shall be provided to clients within five (5) business days. Large print materials shall be a minimum of eighteen (18) point font size.

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

- a. Mails a printed copy of the information to the client's mailing address before the client first receives SMHS;
- b. Mails a printed copy of the information upon the client's request to the client's mailing address;
- c. Provides the information by email after obtaining the client's agreement to receive the information by email;
- d. Posts the information on CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
- e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives SMHS, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

- I. CONTRACTOR shall follow COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.
- II. CONTRACTOR shall make available to clients, in paper form upon request and electronic form, specified information about the County provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on COUNTY's website and is updated by COUNTY no later than thirty (30) calendar days after information is received to update provider information. A paper provider directory shall be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- III. Any changes to information published in the provider directory shall be reported to COUNTY within two (2) weeks of the change.
- IV. CONTRACTOR shall only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

19. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

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

B. Quality Improvement Activities and Participation

- I. CONTRACTOR shall comply with COUNTY's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with COUNTY to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- II. CONTRACTOR shall participate in quality improvement activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by COUNTY in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by COUNTY, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. CONTRACTOR shall measure, monitor, and annually report its performance to COUNTY.
- III. CONTRACTOR shall implement mechanisms to assess client/family satisfaction based on COUNTY's guidance. CONTRACTOR shall assess client/family satisfaction by:
 - a. Surveying client/family satisfaction with CONTRACTOR's services at least annually.
 - b. Evaluating client grievances, appeals, and State Hearings at least annually.
 - c. Evaluating requests to change persons providing services at least annually.
 - d. Informing COUNTY and clients of the results of client/family satisfaction activities.
- IV. CONTRACTOR, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- V. CONTRACTOR shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by CONTRACTOR at least annually and shared with COUNTY.
- VI. CONTRACTOR shall assist COUNTY, as needed, with the development and

implementation of Corrective Action Plans.

- VII. CONTRACTOR shall collaborate with COUNTY to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its QAPI program.
- VIII. CONTRACTOR shall attend and participate in COUNTY's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. CONTRACTOR shall ensure that there is active participation by CONTRACTOR's practitioners and providers in the QIC.
- IX. CONTRACTOR shall participate, as required, in annual, independent, external quality reviews (EQR) of quality, timeliness, and access to services covered under this Agreement, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

C. Network Adequacy

- I. CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c))
- II. CONTRACTOR shall submit network adequacy certification information, when requested and in a manner and format determined by COUNTY, utilizing a provided template or other designated format.
- III. CONTRACTOR shall submit updated network adequacy information to COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
- IV. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (I), CONTRACTOR shall provide a client the ability to choose the person providing services to them.

D. Timely Access

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

II. Timely access standards include:

- a. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the CONTRACTOR's provider only serves Medi-Cal clients, the provider shall provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
- b. CONTRACTOR shall provide prompt access to screening, assessment, and triage. CONTRACTOR shall monitor and document the amount of time from initial request for services to first billable visit, client language, all service requests, and outcomes from initial contact. This data, including wait times, for requested services shall be provided to COUNTY on a monthly basis in a format specified by COUNTY.
- c. Urgent care appointments for services that do not require prior authorization shall be provided to clients within forty-eight (48) hours of a request. Urgent appointments for services that do require prior authorization shall be provided to clients within ninety-six (96) hours of request.
- d. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) shall be made available to Medi-Cal clients within ten (10) business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) shall be made available to Medi-Cal clients within fifteen (15) business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
- e. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period shall not have a detrimental impact on the health of the client.
- f. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

E. Practice Guidelines

- I. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice

guidelines) that meet the following requirements:

- a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field.
- b. They consider the needs of the clients.
- c. They are adopted in consultation with contracting health care professionals.
- d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).

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

F. Provider Application and Validation for Enrollment (PAVE)

- I. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' PAVE portal, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- II. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS Provider Enrollment Division (PED) Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

G. Reporting Unusual Occurrences

- I. CONTRACTOR shall report unusual occurrences to COUNTY Director of Health Services. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
- II. Unusual occurrences are to be reported to COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
 - a. Complete written description of event including outcome.

- b. Written report of CONTRACTOR's investigation and conclusions.
 - c. List of persons directly involved and/or with direct knowledge of the event.
- III. COUNTY and DHCS retain the right to independently investigate unusual occurrences, and CONTRACTOR shall cooperate in the conduct of such independent investigations.
- H. CONTRACTOR shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:
- I. Quality Management
- a. 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.
 - b. CONTRACTOR shall work with COUNTY, as outlined in this Agreement. CONTRACTOR shall provide to COUNTY all requested data reports necessary for QA, performance improvement, and utilization review.
 - c. COUNTY shall act as the Point of Authorization (POA) for SMHS for beneficiaries. CONTRACTOR shall work with COUNTY on services that require prior or concurrent authorization.
 - d. CONTRACTOR shall work with COUNTY to ensure that beneficiaries have appropriate access to SMHS. CONTRACTOR shall work with COUNTY to assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the services provided and utilization of the services. COUNTY shall provide and report this information at Utilization Management meetings monthly.
 - e. COUNTY shall evaluate appropriateness and efficiency of services provided to beneficiaries. COUNTY shall track utilization of data to show client outcomes and performance indicators over time. COUNTY shall track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services. COUNTY shall provide and report this information at Utilization Management meetings monthly. CONTRACTOR shall work with COUNTY to facilitate COUNTY's duties outlined in this paragraph.
 - f. COUNTY 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. COUNTY shall provide

information and training and agencies are required to pass these onto relevant staff and providers. CONTRACTOR shall provide COUNTY with evidence of trainings.

- g. 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.
- h. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. COUNTY shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.
- i. CONTRACTOR shall provide links to COUNTY of their list of individual provider staff and maintain a current list of the individual provider staff on their website(s).
- j. If CONTRACTOR is not in compliance, COUNTY shall start the corrective action plan (CAP) process. COUNTY 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.
- k. CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations and Agreement provisions, including the terms of the 1915(b) Waiver any Special Terms and Conditions, and all COUNTY information notices.
- l. CONTRACTOR shall ensure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
- m. CONTRACTOR shall work with COUNTY 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 COUNTY and CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.
- n. CONTRACTOR shall provide COUNTY all requested information and data to maintain compliance with Mendocino County's MHP Agreement and all state and federal laws and regulations. Information and data may be

requested monthly to remain in compliance with set standards.

- o. 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.
- p. CONTRACTOR shall follow COUNTY policies and procedures in regard to NOABD. CONTRACTOR shall provide a NOABD to a beneficiary when one (1) of the following actions are taken:
 - 1. 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;
 - 2. The reduction, suspension, or termination of a previously authorized service;
 - 3. The denial, in whole or in part, of payment for a service;
 - 4. The failure to provide services in a timely manner;
 - 5. The failure to act within the required timeframes for standard resolution of grievances and appeals; or
 - 6. The denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities.
- q. CONTRACTOR shall use COUNTY's uniform templates. CONTRACTOR shall adhere to the following timeframes for sending NOABDs:
 - 1. For termination, suspension, or reduction of a previously authorized SMHS and/or Drug Medi-Cal Organized Delivery System (DMC-ODS) services, 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.
 - 2. For denial of payment, at the time of any action denying the provider's claim; or,
 - 3. For decisions resulting in denial, delay, or modification of all or part of the requested SMHS and/or DMC-ODS services, within two (2) business days of the decision.
 - 4. For NOABDs, CONTRACTOR shall communicate any NOABD to the affected provider within twenty-four (24) hours of making the decision.

II. Performance Improvement

- a. At the request of COUNTY, CONTRACTOR shall participate in the EQR annually. In preparation for the review, CONTRACTOR shall provide COUNTY all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:
 - I. Service delivery capacity.
 - II. Service delivery system and meaningful clinical issues.
 - III. Service accessibility.
 - IV. Continuity of care and coordination of care.
 - V. Beneficiary satisfaction.
- b. CONTRACTOR shall use COUNTY approved clinical documentation and forms. CONTRACTOR shall obtain approval from COUNTY 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 COUNTY approval may result in the inability of CONTRACTOR to bill for services.
- c. COUNTY shall conduct regular clinical chart and treatment authorization reviews. COUNTY shall conduct regular chart reviews and site reviews as necessary. CONTRACTOR shall make available, for purposes of a review, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computers or other electronic systems relating to Medi-Cal beneficiaries. COUNTY shall notify CONTRACTOR in writing the results of the review. A CAP shall be issued for any items found out of compliance during chart reviews. CONTRACTOR shall cooperate to implement all corrections required by the CAP within thirty (30) days or as agreed in writing between the parties. Failure by CONTRACTOR to comply with the CAP shall be grounds for termination of this Agreement.
- d. CONTRACTOR shall participate in COUNTY identified continuous performance improvement projects that ensure the appropriateness and effectiveness of SMHS and meet the needs of the client. CONTRACTOR shall work with COUNTY to design and implement interventions for improving performance and measure the effectiveness of interventions.
- e. CONTRACTOR shall work with COUNTY to complete a minimum of two (2) PIPs 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 shall measure performance using objective quality indicators and demonstrate planning for increasing or sustaining improvement.

- f. CONTRACTOR shall ensure that all identified issues are tracked over time and reported to COUNTY.
- g. CONTRACTOR shall provide reports and performance data to COUNTY for meetings, such as QA/QI, Behavioral Health Advisory Board (BHAB), Utilization Management, and QIC meetings.
- h. CONTRACTOR shall attend meeting such as, QIC to present information and data regarding their programs.
- i. CONTRACTOR shall work with COUNTY to ensure that CONTRACTOR participates in COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to COUNTY all surveys by the due date. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.

III. Utilization Review

- a. 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.
- b. 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 COUNTY.
- c. 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.
- d. CONTRACTOR shall issue NOABDs, per County of Mendocino MHP Agreement requirements, within the timeframe set forth in 42 Code of Federal Regulations section§438.404(c). A copy of the NOABD shall be

added to the COUNTY EHR and provided to COUNTY.

IV. Compliance

- a. As a condition of receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).
- b. 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.
- c. 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.
- d. 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.
- e. CONTRACTOR shall follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- f. Upon request, CONTRACTOR shall demonstrate to COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
- g. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form

provided by COUNTY, in which each provider attests to the following:

1. Any limitations or disabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 2. A history of loss of license or felony convictions;
 3. A history of loss or limitation of privileges or disciplinary activity;
 4. A lack of present illegal drug use; and
 5. The application's accuracy and completeness.
 6. CONTRACTOR shall file and keep track of attestation statements for all of their providers and shall make those available to COUNTY upon request at any time.
 7. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal in which they shall attest that they shall follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
- h. In performing the obligations defined herein, CONTRACTOR shall employ and contract only with personnel and providers having the skill necessary to meet the requirements of such obligations. CONTRACTOR shall conduct diligent investigation of potential and existing personnel and providers designed to reveal signs, behavior patterns or indications that reasonably place into doubt the trustworthiness, fitness, discretion or ability of such personnel and providers to perform the obligations defined herein. CONTRACTOR shall document such investigation in writing and make said documentation available for COUNTY's inspection upon request.
- i. CONTRACTOR shall not employ or contract with, and shall remove from performing the obligations defined herein, personnel and providers for whom investigation reveals matters that reasonably place into doubt the trustworthiness, fitness, discretion or ability of potential personnel and providers to perform such obligations and replace such personnel and providers with a qualified alternate. If COUNTY states a concern about the suitability of any personnel or provider to perform the obligations defined herein, CONTRACTOR shall immediately initiate and diligently conclude an investigation into said personnel or provider designed to reveal signs, behavior patterns or indications that reasonably place into doubt the trustworthiness, fitness, discretion or ability of such personnel and providers to perform such obligations. If the results of an investigation

reasonably places into doubt the trustworthiness, fitness, discretion or ability of said personnel and providers to perform the obligations defined herein, CONTRACTOR shall immediately remove such personnel and provider from performing such obligations and replace such personnel and providers with a qualified alternate. "Personnel" and "provider" includes CONTRACTOR's employees and subcontractors, whether at a management or non-management level. CONTRACTOR shall include in its Agreements with personnel and providers a term permitting removal of personnel and providers pursuant to the foregoing provisions.

- j. 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:
 - 1. Screening New Personnel and Providers:
 - a) 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 shall be verified by CONTRACTOR, unless CONTRACTOR can demonstrate that required information has been previously verified by the applicable licensing, certification, and/or registration board:
 - 1) The appropriate license and/or board certification or registration, as required for the particular provider type.
 - 2) Evidence of graduation or completion of any required education, as required for the particular provider type.
 - 3) Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type.
 - 4) Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
 - 5) Possession of a current National Provider Identifier (NPI) on the National Plan and Provider Enumeration System (NPPES) website.
 - b) CONTRACTOR shall verify and document the following information for personnel, network provider, and contracted providers as applicable, but need not verify this information through a primary source:
 - 1) Work history.
 - 2) Hospital and clinic privileges in good standing.
 - 3) History of any suspension or curtailment of hospital and Clinic

privileges.

- 4) Current Drug Enforcement Administration identification number.
 - 5) National Provider Identifier number.
 - 6) Current malpractice insurance in an adequate amount, as required for the particular provider type.
 - 7) History of liability claims against the provider.
 - 8) Provider information, if any, entered in the National Practitioner Data Bank, when applicable. (<https://www.npdb.hrsa.gov>).
 - 9) 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>.
 - 10) History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.
- c) CONTRACTOR shall require all personnel, network providers and contracted providers to undergo fingerprinting, as required by position type.
- 1) For clinical and medical staff credentials are verified according to the following:
 - i. NPPES is verified at <https://npiregistry.cms.hhs.gov/>.
 - ii. Psychologist, social worker, marriage and family therapist, and professional counselor licenses, interns and registrants are verified at www.breeze.ca.gov.
 - iii. Psychologist candidates shall be waived or a waiver application shall be submitted to the DHCS. A copy of the waiver shall be obtained and tracked.
 - iv. SUDT counselors are certified via one (1) of the DHCS recognized accredited organizations.
 - v. Drug Enforcement Administration (DEA) <https://www.dea.gov/>.
 - 2) For all personnel, network providers, and contracted providers an exclusion review shall be conducted utilizing the following exclusion lists:

- i. Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE).
 - ii. DHCS Medi-Cal List of Suspended and Ineligible Providers.
 - iii. Social Security Administration's Death Master File (at hiring only).
 - iv. System Award Management (SAM) Database.
- 3) Medical Doctors (MDs), Osteopaths (DOs), Nurse Practitioners (NPs), Psychologists, LMFTs, LCSWs are checked for Medicare opt-out at:
<https://med.noridianmedicare.com/web/jeb/enrollment/opt-out/opt-out-listing>.
- 4) MDs, DOs, NPs shall provide evidence that they have registered at the State of California Department of Justice Controlled Substance Utilization Review and Evaluation System (CURES) located at <https://cures.doj.ca.gov>.
- 5) For all potential employees, a Live Scan fingerprinting criminal background check is conducted by Staff Resources to ensure that the individual is cleared for employment by U.S. Department of Justice (DOJ). Those results are then shredded as required by DOJ.
- 6) Record Retention: Records of the background screenings shall be in accordance with personnel record retention requirements.
- k. CONTRACTOR is required to verify and document at a minimum every three (3) years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.
 - 1. Ongoing Monthly checks:
 - a) CONTRACTOR shall ensure all personnel, network providers, and contracted providers are screened monthly against the exclusion lists and verifications:
 - 1) OIG List of Excluded Individuals/Entities (LEIE).
 - 2) Medi-Cal List of Suspended and Ineligible Providers.

- 3) System Award Management (SAM) Database.
 - 4) Active License, Registration or Intern.
 - 5) National Plan and Provider Enumeration System (NPPES).
 - b) Record Retention: Records of the monthly checks shall be kept for ten (10) years before being destroyed.
2. Screening Findings:
- a) 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 Agreement.
 - b) If an individual is found to be excluded on a monthly review, CONTRACTOR shall immediately terminate such individual from providing services, notify COUNTY, and claims to federal and state funds shall be blocked by COUNTY.
 - c) CONTRACTOR shall ensure all clinical and medical providers (or as required by Title 42 of the Code of Federal Regulations, Part 455, Subparts B and E) are enrolled in the Medi-Cal program through the DHCS Provider Enrollment Division (PED) by enrolling through DHCS' PAVE portal. Types of providers subject to Medi-Cal enrollment include but are not limited to:
 - 1) Licensed Counselor
 - 2) Licensed Clinical Social Worker
 - 3) Licensed Marriage and Family Therapist
 - 4) Licensed Professional Clinical Counselor
 - 5) Marriage and Family Counselor
 - 6) Nurse Practitioner
 - 7) Physician (MD)
 - 8) Osteopath (DO)
 - 9) Physician Assistant
 - d) CONTRACTOR shall verify 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 shall be printed and retained upon hire and annually in January or July for all licensed registered professionals.

CONTRACTOR shall provide copies of the printout to COUNTY.

- e) CONTRACTOR shall track track all licensed, waived, and registered staff renewal dates. Any problems should be immediately discussed with COUNTY QA/QI Manager. CONTRACTOR shall track all licensed, waived, and registered staff renewal dates within their staff, network providers, and contracted providers. CONTRACTOR shall notify 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.
- f) 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 CONTRACTOR, COUNTY shall:
 - 1) Provide an opportunity for CONTRACTOR to cure the breach or end the violation and terminate the Agreement if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or immediately terminate the Agreement if CONTRACTOR has breached a material term of the Agreement and cure is not possible.
 - 2) 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.
- I. CONTRACTOR shall collaborate with COUNTY in the collection and reporting of performance outcome data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS. Measures relevant to this Agreement are indicated below (check all that apply):
 - ☐ Adherence to Antipsychotic Medications for Individuals with Schizophrenia (BH Core Set measure SAA-AD)
 - ☐ Antidepressant Medication Management (BH Core Set measure AMM-AD)
 - ☐ Use of First-Line Psychosocial Care for Children and Adolescents on

- Antipsychotics (BH Core Set measure APP-CH)
- ☒ Follow-Up After Hospitalization for Mental Illness (BH Core Set measure FUH)
- ☒ Percentage of clients offered timely initial appointments, and timely psychiatry appointments, by child and adult.
- ☒ Percentage of high-cost clients receiving case management services
- ☒ Follow up After Emergency Department Visit for Mental Illness (FUM)

20. CHART AUDITING AND REASONS FOR RECOUPMENT

A. Maintenance of Records

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

B. Access to Records

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

C. Federal, State and COUNTY Audits

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

D. Internal Auditing

- I. CONTRACTOR, as determined by COUNTY, shall institute and conduct a QA Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

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

E. Confidentiality in Audit Process

- I. CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. CONTRACTOR shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
- II. CONTRACTOR's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
- III. CONTRACTOR's records shall be maintained as required by COUNTY Director of Health Services and DHCS on forms furnished by DHCS or the COUNTY. All statistical data or information requested by COUNTY Director of Health Services shall be provided by CONTRACTOR in a complete and timely manner.

F. Reasons for Recoupment

- I. COUNTY shall conduct periodic audits of CONTRACTOR files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and COUNTY regulations.
- II. Such audits may result in requirements for CONTRACTOR to reimburse COUNTY for services previously paid in the following circumstances:
 - a. Identification of Fraud, Waste or Abuse as defined in federal regulation.
 1. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 2. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
 - b. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.
 - c. Other reasons specified in the SMHS Reasons for Recoupment document

released annually by DHCS.

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

G. Cooperation with Audits

- I. CONTRACTOR shall cooperate with COUNTY in any review and/or audit initiated by COUNTY, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
- II. In addition, CONTRACTOR shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
- III. CONTRACTOR shall notify COUNTY of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. COUNTY shall reserve the right to attend any or all parts of external review processes.
- IV. CONTRACTOR shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

21. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

- A. CONTRACTOR shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that shall include:
 - I. Written policies, procedures, and standards of conduct that articulate CONTRACTOR's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.
 - II. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to COUNTY Chief Executive Officer (CEO) and the Board of Directors.
 - III. A Regulatory Compliance Committee on the Board of Directors and at the

senior management level charged with overseeing CONTRACTOR's compliance program and its compliance with the requirements under the Agreement.

- IV. A system for training and education for the Compliance Officer, CONTRACTOR's senior management, and CONTRACTOR's employees for the federal and state standards and requirements under the Agreement.
 - V. Effective lines of communication between the CO and CONTRACTOR's employees.
 - VI. Enforcement of standards through well-publicized disciplinary guidelines.
 - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under this Agreement.
 - VIII. The requirement for prompt reporting and repayment of any overpayments identified.
- B. CONTRACTOR shall have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. CONTRACTOR shall report fraud and abuse information to COUNTY including but not limited to:
- I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7).
 - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2).
 - III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
 - IV. Information about a change in CONTRACTOR's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with CONTRACTOR as per 42 C.F.R. § 438.608(a)(6).
- C. CONTRACTOR shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

- D. CONTRACTOR shall make prompt referral of any potential fraud, waste or abuse to COUNTY or potential fraud directly to the State Medicaid Fraud Control Unit.
- E. COUNTY may suspend payments to CONTRACTOR if DHCS or COUNTY determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
- F. CONTRACTOR shall report to COUNTY all identified overpayments and reason for overpayment, including overpayments due to potential fraud. CONTRACTOR shall return any overpayments to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

22. INTEGRITY DISCLOSURES

- A. CONTRACTOR shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by COUNTY, by the Effective Date, each time the Agreement is renewed and within thirty-five (35) days of any change in ownership or controlling interest of CONTRACTOR. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
- B. Upon the execution of this Agreement, CONTRACTOR shall furnish to COUNTY a Provider Disclosure Statement, which, upon receipt by COUNTY, shall be kept on file with COUNTY and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to COUNTY within thirty-five (35) days of the change. (42 C.F.R. § 455.104.)
- C. CONTRACTOR shall disclose the following information as requested in the Provider Disclosure Statement:
 - I. Disclosure of five percent (5%) or More Ownership Interest:
 - a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address shall be disclosed. In the case of an individual, the date of birth and Social Security number shall be disclosed.
 - b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number shall be disclosed.
 - c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

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

II. Disclosures Related to Business Transactions:

- a. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000) during the twelve (12) month period ending on the date of the request.
- b. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

- a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
- b. COUNTY shall terminate the enrollment of CONTRACTOR if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last ten (10) years.

- D. CONTRACTOR shall provide disclosure upon execution of this Agreement, extension for renewal, and within thirty-five (35) days after any change in CONTRACTOR ownership or upon request of COUNTY. COUNTY may refuse to enter into an Agreement or terminate an existing Agreement with CONTRACTOR if CONTRACTOR fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if CONTRACTOR did not fully and accurately make the disclosure as required.
- E. CONTRACTOR shall provide COUNTY with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. CONTRACTOR shall not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

23. REPORTING AND EVALUATION REQUIREMENTS

- A. CONTRACTOR shall complete all reporting and evaluation activities as required by COUNTY and described herein.
 - I. Number of individuals housed during services.
 - II. Number of individuals unhoused verses housed in services.
 - III. Number of new beneficiaries accessing services.
 - IV. Number of services provided.
 - V. Number of services provided by provider type.
 - VI. Type of services provided by provider type.
 - VII. Number of beneficiaries who completed treatment and have not returned.
 - VIII. Number of beneficiaries currently in services accessing crisis services.
 - IX. Improvement in beneficiaries outcome measures including but not limited to being based on client's age, the ANSA, CANS, CSQ-4, GAD7, PSC-35, and Adverse Childhood Experiences, to measure clients' functioning and/or satisfaction.
 - X. Number of beneficiaries who accessed services and needed a higher level of care, i.e. Lanterman-Petris-Short Act (LPS).
 - XI. Tracking of travel and documentation time.
 - XII. Additional reporting and evaluation activities as indicated by COUNTY Director of Health Services.

24. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

- A. COUNTY shall endeavor to provide CONTRACTOR with training and support in skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in this Agreement and (b) conduct the quality management activities called for by this Agreement.
- B. COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.
- C. COUNTY shall make ongoing technical assistance available in the form of direct consultation to CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In doing so, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this

Agreement.

- D. Any requests for technical assistance by CONTRACTOR regarding any part of this Agreement shall be directed to COUNTY's designated contract monitor.
- E. CONTRACTOR shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first thirty (30) days of their first day of work. CONTRACTOR shall require all covered individuals to attend, at minimum, one (1) compliance training annually.
 - I. These trainings shall be conducted by COUNTY or, at COUNTY's discretion, by CONTRACTOR staff, or both, and may address any standards contained in this Agreement.
 - II. Covered individuals who are subject to this training are any CONTRACTOR staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting client care or medical items or services.

25. FINANCIAL TERMS

A. CLAIMING

- I. CONTRACTOR shall enter claims data into COUNTY's billing and transactional database system within the timeframes established by COUNTY. CONTRACTOR shall use CPT or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.
- II. Claims shall be complete and accurate and shall include all required information regarding the claimed services.
- III. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

B. Invoicing

- I. CONTRACTOR shall invoice COUNTY for services at least monthly, in arrears, in the format directed by COUNTY. Invoices shall be based on claims entered into COUNTY's billing and transactional database system for the prior month.
- II. SMHS weekly invoices shall be provided to COUNTY within fifteen (15) days after the close of the month in which services were rendered. Following receipt and provisional approval of invoices, COUNTY shall make payment within thirty (30) days of receiving a complete and correct invoice.

III. Payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in COUNTY's billing and transactional database multiplied by the service rates in Exhibit B-1.

IV. COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 20 of this Agreement, State and Federal regulations, and the California State Plan.

C. Additional Financial Requirements

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

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

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

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

D. Contractor Prohibited from Redirection of Contracted Funds [If Applicable]

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

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

26. ADDITIONAL FINAL RULE PROVISIONS

A. Non-Discrimination

- I. CONTRACTOR shall not discriminate against Medi-Cal eligible individuals in its County who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
- II. CONTRACTOR shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

B. Physical Accessibility

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

C. Applicable Fees

- I. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by COUNTY Director of Health Services at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- II. CONTRACTOR shall perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by COUNTY Director of Health Services.
- III. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any SMHS or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c)).
- IV. CONTRACTOR shall not bill clients, for covered services, any amount greater than would be owed if COUNTY provided services directly as per and

otherwise not bill client as set forth in 42 C.F.R. § 438.106.

27. RIGHT TO MONITOR

- A. COUNTY or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Agreement. Full cooperation shall be given by CONTRACTOR in any auditing or monitoring conducted, according to this Agreement.
- B. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by COUNTY, the State of California or any subdivision or appointee thereof, CMS, HHS OIG, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right shall exist for at least ten (10) years from the final date of the Agreement period or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(i)-(ii)).
- C. COUNTY, DHCS, CMS, or the HHS OIG may inspect, evaluate, and audit CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at CONTRACTOR's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
- D. CONTRACTOR shall retain all records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
- E. CONTRACTOR shall maintain all records and management books pertaining to service delivery and demonstrate accountability for performance under this

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

- F. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of this Agreement.
- G. CONTRACTOR shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by COUNTY staff.
- H. CONTRACTOR shall comply with Medical Records/PHI Article regarding relinquishing or maintaining medical records.
- I. CONTRACTOR shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the Agreement period, final settlement, or until audit findings are resolved, whichever is later.
- J. CONTRACTOR shall submit audited financial reports on an annual basis to COUNTY. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
- K. In the event this Agreement is terminated, ends its designated term or CONTRACTOR ceases operation of its business, CONTRACTOR shall deliver or make available to COUNTY all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
- L. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of COUNTY's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that shall not unduly delay the work of CONTRACTOR.
- M. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized COUNTY, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder

including subcontract support activities and the premises which it is being performed. CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that shall not unduly delay the work.

28. DATA, PRIVACY AND SECURITY REQUIREMENTS

A. Confidentiality and Secure Communications

- I. CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable PHI or PII including, but not limited to, requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant COUNTY policies and procedures.
- II. CONTRACTOR shall comply with all COUNTY policies and procedures related to confidentiality, privacy, and secure communications.
- III. CONTRACTOR shall have all employees acknowledge an Oath of Confidentiality mirroring that of COUNTY, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- IV. CONTRACTOR shall not use or disclose PHI or PII other than as permitted or required by law.

B. Electronic Privacy and Security

- I. CONTRACTOR shall have a secure email system and send any email containing PHI or PII in a secure and encrypted manner. CONTRACTOR's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- II. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. CONTRACTOR shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every ninety (90) days.
- III. The COUNTY EHR subsystem code maintained by CONTRACTOR that contains PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. CONTRACTOR shall maintain all parts of the clinical record that are not stored in the COUNTY EHR, including but not limited to the following

examples of client signed documents: discharge plans, informing materials, and health questionnaire.

IV. CONTRACTOR entering data into COUNTY EHR shall ensure that staff are trained to enter and maintain data within this the COUNTY EHR system.

29. ADDITIONAL REQUIREMENTS

- A. COUNTY and CONTRACTOR shall review Agreement terms at least quarterly throughout the life of this Agreement.
- B. 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.
- C. CONTRACTOR covenants that it presently has no interest and that it shall 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 shall be submitted directly to COUNTY.
- D. CONTRACTOR shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.
- E. CONTRACTOR, in performing services under this Agreement, shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the definition of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold harmless 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.

- F. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- G. In carrying out the Definition of Services contained in this Exhibit A-1, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in this 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 COUNTY with a forty-five (45) day written notice.
- H. CONTRACTOR shall maintain compliance with Title 9 of the California Code of Regulations, County of Mendocino's 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.
- I. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

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

EXHIBIT A-2

AVATAR NX ELECTRONIC HEALTH RECORD SYSTEM DEFINITION OF SERVICES

1. Mendocino County Behavioral Health and Recovery Services (BHRS) currently uses the Netsmart Technologies, Inc. (Netsmart) Avatar NX Electronic Health Record (EHR) system to hold client information and billing records under BHRS Mental Health Plan (MHP). This includes clinical information captured and managed in the Avatar NX Clinical Workstation (CWS) module. Starting the first “go-live” day in September 2025, Specialty Mental Health Services (SMHS) providers contracted with BHRS shall start using Avatar NX as their EHR according to the details presented in this Agreement.

A. CONTRACTOR shall:

- I. Maintain CONTRACTOR’s subsystem and pay COUNTY the required fee, as listed in Exhibit B-2, on a monthly basis.
- II. Enter client information into Avatar NX EHR to fulfill all documentation and reporting requirements as listed in the main service Agreement between CONTRACTOR and COUNTY for SMHS, and as required by MHP policies and procedures.
- III. Submit all fiscal and program data to COUNTY on a monthly basis, and as requested by COUNTY.
- IV. Request from COUNTY any system configuration and/or forms modifications, and work with COUNTY to schedule the requested changes. COUNTY shall respond to the request based on urgency/priority of the need.
- V. Notify COUNTY of any issues and troubleshoot and coordinate with COUNTY Avatar NX Administrator to find a resolution.
- VI. Use the EHR@mendocinocounty.gov email to communicate with COUNTY Avatar NX Administrator for any Avatar NX related questions or issues.
- VII. Be responsible for CONTRACTOR’s scheduling and CONTRACTOR’s staff member hours.
- VIII. Train CONTRACTOR’s internal staff as needed and on a regular basis, on any updates and changes made by Avatar NX.

B. COUNTY shall:

- I. Maintain Avatar NX throughout the term of this Agreement, and as required by state and federal regulations.

- II. Provide CONTRACTOR with access to Avatar NX in the second root subsystem in order to enter health records information for Mendocino County beneficiaries.
 - III. Work with Netsmart to provide superuser training to CONTRACTOR's designated staff to support CONTRACTOR's users.
 - IV. Be responsible for user creation and user termination. CONTRACTOR shall provide user's information and credentials as well as assigned user role to COUNTY via SharePoint on the Avatar NX User Update form.
 - V. Be responsible for assigning client numbers for new clients. CONTRACTOR shall be responsible for completing opening paperwork for new clients, as required.
 - VI. Schedule system updates and notify CONTRACTOR of any changes.
- C. CONTRACTOR shall be provided licenses to use Avatar NX based on CONTRACTOR's needs and as requested by CONTRACTOR.
2. In carrying out the Definition of Services 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 this 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 Agreement by the COUNTY with a forty-five (45) day written notice.
 3. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42 (Attachment 1), The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

4. 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.
5. CONTRACTOR shall obtain prior approval of all advertising/sponsored events from COUNTY and include Mendocino County Behavioral Health and Recovery Services as one of the funding sources.
6. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

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

EXHIBIT B-1

SPECIALTY MENTAL HEALTH SERVICES PAYMENT TERMS

1. 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 COUNTY Director of Health Services, as defined in the Definition of Services, Exhibit A-1, and in compliance with County of Mendocino's Mental Health Plan (MHP) Agreement with the State of California, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for the term of this Agreement as follows:

Specialty Mental Health Billing:	\$743,412
Indigent:	\$6,588
Total:	\$750,000

- I. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files (Attachment 3).
- II. 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".
- III. 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.
- IV. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims for clients with other coverage where CONTRACTOR has not billed for reimbursement or denial of benefits in accordance with coordination of coverage requirements. Coordination of Benefits (COB) information shall be provided at the time of submission or the claim shall be denied. Per California Welfare and Institutions Code

section§14124.795, all other forms of coverage shall pay their portion of a claim before Medi-Cal pays its portion. Medi-Cal is always the payer of last resort.

- V. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (State of California) plans shall be billed and adjudicated by Medicare before the claim can be submitted to COUNTY. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility shall be submitted to Medicare before being submitted to Medi-Cal. Medicare COB information shall be provided to COUNTY at the time of submission or the claim shall 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, and 0101 Administrative Day Services.
- VI. Some clients may have what is known as Medi-Cal Share of Cost (SOC). SOC is similar to a deductible based on the fact that the client shall meet a specified dollar amount for medical expenses before COUNTY shall pay claims for services provided over and above the amount of the SOC in that month. SOC is usually determined by COUNTY Department of Social Services and is based upon the client or family income. CONTRACTOR is responsible for collecting SOC prior to submitting claims to COUNTY.
- B. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service shall be accompanied with a justification (i.e. explanation of benefits) for the late submission, or services may be denied. Late claims shall be reviewed with COUNTY Director of Health Services 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, COUNTY Director of Health Services 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 services.
- C. COUNTY shall receive all invoices from CONTRACTOR no later than December 15, 2027. Invoices received after that date shall not be accepted.
- 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 services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- F. Each service invoiced to COUNTY shall have appropriately signed and dated progress notes entered into the Electronic Health Record (EHR) describing the intervention provided.
- G. CONTRACTOR shall have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Agreement, 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, 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 shall not be reimbursed for unauthorized services. COUNTY shall 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:
 - I. Billing other health coverage.
 - II. Collecting SOC amounts.
 - III. 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. Please see CPT Billing Code Rates (Attachment 2) for current rates.
- 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 837 file to COUNTY. COUNTY shall process the file via the Managed Service Organization (MSO) module and send CONTRACTOR an 835 file, which shall reflect the approved services. CONTRACTOR shall submit a weekly invoice summary based on the 835 and submit that to COUNTY for payment.
- N. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in their weekly 837 billing are entered no later than thirty (30) days after the end of the month during which services were rendered (i.e. 837 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 shall 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. CONTRACTOR shall provide a Cost Report and/or any financial information requested to COUNTY as needed, if required by the funding stream. CONTRACTOR shall maintain all Cost Reports, financial documentation and evidence for a minimum of ten (10) years. Any cost settlement shall be reimbursed to COUNTY within sixty (60) days of settlement or as otherwise mutually agreed.
- S. CONTRACTOR shall comply with all policies, procedures, letters, and notices of County of Mendocino MHP and DHCS, and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.
- T. 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.
- U. CONTRACTOR shall comply with all requirements of County of Mendocino MHP Agreement with the State of California; direction(s) from COUNTY Director of Health Services and all policies, procedures, letters and notices of County of Mendocino and/or DHCS.

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

2. 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).

3. The compensation payable to CONTRACTOR for services as defined in the Definition of Services, Exhibit A-1, shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for the term of this Agreement.

[END OF PAYMENT TERMS – EXHIBIT B-1]

EXHIBIT B-2

AVATAR NX ELECTRONIC HEALTH RECORD SYSTEM PAYMENT TERMS

1. CONTRACTOR shall pay COUNTY as per the following instructions:
 - A. The Avatar NX user fee is based on the total number of users requested by CONTRACTOR as shown in the table below. If the number of users increases or decreases, the user fee shall also change based on the numbers and payments to COUNTY, and shall be adjusted accordingly through an Amendment.

Total number of Avatar NX Licenses-10 concurrent users	Monthly Costs	Total Costs
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User	\$1,889.66	\$22,675.80
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User	\$209.58	\$2,515.00
Avatar RADplus Concurrent User Maintenance	\$558.54	\$6,702.50
AMA CPT Code Subscription	\$24.22	\$290.60
Diagnosis Content on Demand Add-On	\$132.12	\$1,585.40
Total Annual Costs	\$2,814.11	\$33,769.30

- B. Total costs shall be reimbursed to COUNTY based on prorated monthly rates of Two Thousand Eight Hundred Fourteen Dollars and Eleven Cents (\$2,814.11) on a monthly basis.
 - C. Total annual cost for the fiscal year shall not exceed Thirty-Three Thousand Seven Hundred Sixty-Nine Dollars and Thirty Cents (\$33,769.30).
 - D. CONTRACTOR shall make payments to COUNTY on a monthly basis as soon as a monthly invoice is received from COUNTY.
 - E. COUNTY shall send invoices to:

Mendocino County Youth Project
776 South State Street, Suite 103
Ukiah, CA 95482
707-463-4915

aarcher@mcyp.org

F. CONTRACTOR shall send payments to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.

[END OF PAYMENT TERMS – 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
MENDOCINO COUNTY
Department of Behavioral Health and Recovery Services
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

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

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
11. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
12. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
13. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
14. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
15. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
16. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
17. Food Stamp Act of 1977, as amended and in particular section 272.6
18. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
19. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
20. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
21. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
22. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

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

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

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

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

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

7/8/2026

Date

776 South State Street, Ukiah, CA 95482
Address of CONTRACTOR



CONTRACTOR Signature

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.

<u>Amanda Archer</u> (Type Name)	<u>Mendocino County Youth Project</u> (Organization Name)
<u>Executive Director</u> (Title)	<u>776 South State Street</u> <u>Ukiah, CA 95482</u> (Organization Address)
<u></u> (Signature)	<u>7/8/2026</u> (Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

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

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

AGREEMENTS

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

I. Privacy and Confidentiality

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

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

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

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

Addendum A – Page 2

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

III. Management Oversight and Monitoring

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

IV. Confidentiality Statement

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

V. Physical Security

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

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

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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. 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 based

intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

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

IX. Paper Document Controls

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

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

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

XI. Assessments and Reviews

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

XII. Assistance in Litigation or Administrative Proceedings

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

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Signature Page

Amanda Archer

Contractor Name (printed)



Contractor Signature

Executive Director

Contractor Title

Mendocino County Youth Project

Contractor's Agency Name

7/8/2026

Date

Addendum B

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective July 1, 2026 (the "Effective Date"), by and between **Mendocino County Youth Project** ("Business Associate/Qualified Service Organization") and **Mendocino County Department of Behavioral Health and Recovery Services** (the "Covered Entity").

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

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out 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

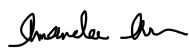
Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.

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 purposes of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

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

Mendocino County Youth Project

By: 

Name: Amanda Archer

Title: Executive Director

Type text here

Mendocino County

By: 

Name: Jenine Miller, Psy.D.

Title: Director of Health Services

Attachment 1

Title 42: Public Health

PART 2—CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

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Authority: Sec. 408 of Pub. L. 92–255, 86 Stat. 79, as amended by sec. 303 (a), (b) of Pub L. 93–282, 83 Stat. 137, 138; sec. 4(c)(5)(A) of Pub. L. 94–237, 90 Stat. 244; sec. 111(c)(3) of Pub. L. 94–581, 90 Stat. 2852; sec. 509 of Pub. L. 96–88, 93 Stat. 695; sec. 973(d) of Pub. L. 97–35, 95 Stat. 598; and transferred to sec. 527 of the Public Health Service Act by sec. 2(b)(16)(B) of Pub. L. 98–24, 97 Stat. 182 and as amended by sec. 106 of Pub. L. 99–401, 100 Stat. 907 (42 U.S.C. 290ee–3) and sec. 333 of Pub. L. 91–616, 84 Stat. 1853, as amended by sec. 122(a) of Pub. L. 93–282, 88 Stat. 131; and sec. 111(c)(4) of Pub. L. 94–581, 90 Stat. 2852 and transferred to sec. 523 of the Public Health Service Act by sec. 2(b)(13) of Pub. L. 98–24, 97 Stat. 181 and as amended by sec. 106 of Pub. L. 99–401, 100 Stat. 907 (42 U.S.C. 290dd–3), as amended by sec. 131 of Pub. L. 102–321, 106 Stat. 368, (42 U.S.C. 290dd–2).

Source: 52 FR 21809, June 9, 1987, unless otherwise noted.

Subpart A—Introduction

§ 2.1 Statutory authority for confidentiality of drug abuse patient records.

The restrictions of these regulations upon the disclosure and use of drug abuse patient records were initially authorized by section 408 of the Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. 1175). That section as amended was transferred by Pub. L. 98–24 to section 527 of the Public Health Service Act which is codified at 42 U.S.C. 290ee–3. The amended statutory authority is set forth below:

§290ee–3. Confidentiality of patient records.

(a) Disclosure authorization

Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (e) of this section, be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b) Purposes and circumstances of disclosure affecting consenting patient and patient regardless of consent

(1) The content of any record referred to in subsection (a) of this section may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g) of this section.

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Prohibition against use of record in making criminal charges or investigation of patient

Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) of this section may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) Continuing prohibition against disclosure irrespective of status as patient

The prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) Armed Forces and Veterans' Administration; interchange of records; report of suspected child abuse and neglect to State or local authorities

The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

The prohibitions of this section do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities.

(f) Penalty for first and subsequent offenses

Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

(g) Regulations; interagency consultations; definitions, safeguards, and procedures, including procedures and criteria for issuance and scope of orders

Except as provided in subsection (h) of this section, the Secretary, after consultation with the Administrator of Veterans' Affairs and the heads of other Federal departments and agencies substantially affected thereby, shall prescribe regulations to carry out the purposes of this section. These regulations may contain such

definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of orders under subsection (b)(2)(C) of this section, as in the judgment of the Secretary are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(Subsection (h) was superseded by section 111(c)(3) of Pub. L. 94–581. The responsibility of the Administrator of Veterans' Affairs to write regulations to provide for confidentiality of drug abuse patient records under Title 38 was moved from 21 U.S.C. 1175 to 38 U.S.C. 4134.)

§ 2.2 Statutory authority for confidentiality of alcohol abuse patient records.

The restrictions of these regulations upon the disclosure and use of alcohol abuse patient records were initially authorized by section 333 of the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (42 U.S.C. 4582). The section as amended was transferred by Pub. L. 98–24 to section 523 of the Public Health Service Act which is codified at 42 U.S.C. 290dd–3. The amended statutory authority is set forth below:

§290dd–3. Confidentiality of patient records

(a) Disclosure authorization

Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (e) of this section, be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b) Purposes and circumstances of disclosure affecting consenting patient and patient regardless of consent

(1) The content of any record referred to in subsection (a) of this section may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g) of this section.

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Prohibition against use of record in making criminal charges or investigation of patient

Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) of this section may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) Continuing prohibition against disclosure irrespective of status as patient

The prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) Armed Forces and Veterans' Administration; interchange of record of suspected child abuse and neglect to State or local authorities

The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

The prohibitions of this section do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities.

(f) Penalty for first and subsequent offenses

Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

(g) Regulations of Secretary; definitions, safeguards, and procedures, including procedures and criteria for issuance and scope of orders

Except as provided in subsection (h) of this section, the Secretary shall prescribe regulations to carry out the purposes of this section. These regulations may contain such definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of orders under subsection(b)(2)(C) of this section, as in the judgment of the Secretary are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(Subsection (h) was superseded by section 111(c)(4) of Pub. L. 94–581. The responsibility of the Administrator of Veterans' Affairs to write regulations to provide for confidentiality of alcohol abuse patient records under Title 38 was moved from 42 U.S.C. 4582 to 38 U.S.C. 4134.)

§ 2.3 Purpose and effect.

(a) *Purpose.* Under the statutory provisions quoted in §§2.1 and 2.2, these regulations impose restrictions upon the disclosure and use of alcohol and drug abuse patient records which are maintained in connection with the performance of any federally assisted alcohol and drug abuse program. The regulations specify:

(1) Definitions, applicability, and general restrictions in subpart B (definitions applicable to §2.34 only appear in that section);

(2) Disclosures which may be made with written patient consent and the form of the written consent in subpart C;

(3) Disclosures which may be made without written patient consent or an authorizing court order in subpart D; and

(4) Disclosures and uses of patient records which may be made with an authorizing court order and the procedures and criteria for the entry and scope of those orders in subpart E.

(b) *Effect.* (1) These regulations prohibit the disclosure and use of patient records unless certain circumstances exist. If any circumstances exists under which disclosure is permitted, that circumstance acts to remove the prohibition on disclosure but it does not compel disclosure. Thus, the regulations do not require disclosure under any circumstances.

(2) These regulations are not intended to direct the manner in which substantive functions such as research, treatment, and evaluation are carried out. They are intended to insure that an alcohol or drug abuse patient in a federally assisted alcohol or drug abuse program is not made more vulnerable by reason of the availability of his or her patient record than an individual who has an alcohol or drug problem and who does not seek treatment.

(3) Because there is a criminal penalty (a fine—see 42 U.S.C. 290ee–3(f), 42 U.S.C. 290dd–3(f) and 42 CFR 2.4) for violating the regulations, they are to be construed strictly in favor of the potential violator in the same manner as a criminal statute (see *M. Kraus & Brothers v. United States*, 327 U.S. 614, 621–22, 66 S. Ct. 705, 707–08 (1946)).

§ 2.4 Criminal penalty for violation.

Under 42 U.S.C. 290ee–3(f) and 42 U.S.C. 290dd–3(f), any person who violates any provision of those statutes or these regulations shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

§ 2.5 Reports of violations.

(a) The report of any violation of these regulations may be directed to the United States Attorney for the judicial district in which the violation occurs.

(b) The report of any violation of these regulations by a methadone program may be directed to the Regional Offices of the Food and Drug Administration.

Subpart B—General Provisions

§ 2.11 Definitions.

For purposes of these regulations:

Alcohol abuse means the use of an alcoholic beverage which impairs the physical, mental, emotional, or social well-being of the user.

Drug abuse means the use of a psychoactive substance for other than medicinal purposes which impairs the physical, mental, emotional, or social well-being of the user.

Diagnosis means any reference to an individual's alcohol or drug abuse or to a condition which is identified as having been caused by that abuse which is made for the purpose of treatment or referral for treatment.

Disclose or disclosure means a communication of patient identifying information, the affirmative verification of another person's communication of patient identifying information, or the communication of any information from the record of a patient who has been identified.

Informant means an individual:

(a) Who is a patient or employee of a program or who becomes a patient or employee of a program at the request of a law enforcement agency or official: and

(b) Who at the request of a law enforcement agency or official observes one or more patients or employees of the program for the purpose of reporting the information obtained to the law enforcement agency or official.

Patient means any individual who has applied for or been given diagnosis or treatment for alcohol or drug abuse at a federally assisted program and includes any individual who, after arrest on a criminal charge, is identified as an alcohol or drug abuser in order to determine that individual's eligibility to participate in a program.

Patient identifying information means the name, address, social security number, fingerprints, photograph, or similar information by which the identity of a patient can be determined with reasonable accuracy and speed either directly or by reference to other publicly available information. The term does not include a number assigned to a patient by a program, if that number does not consist of, or contain numbers (such as a social security, or driver's license number) which could be used to identify a patient with reasonable accuracy and speed from sources external to the program.

Person means an individual, partnership, corporation, Federal, State or local government agency, or any other legal entity.

Program means:

(a) An individual or entity (other than a general medical care facility) who holds itself out as providing, and provides, alcohol or drug abuse diagnosis, treatment or referral for treatment; or

(b) An identified unit within a general medical facility which holds itself out as providing, and provides, alcohol or drug abuse diagnosis, treatment or referral for treatment; or

(c) Medical personnel or other staff in a general medical care facility whose primary function is the provision of alcohol or drug abuse diagnosis, treatment or referral for treatment and who are identified as such providers. (See §2.12(e)(1) for examples.)

Program director means:

(a) In the case of a program which is an individual, that individual:

(b) In the case of a program which is an organization, the individual designated as director, managing director, or otherwise vested with authority to act as chief executive of the organization.

Qualified service organization means a person which:

(a) Provides services to a program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, medical, accounting, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and

(b) Has entered into a written agreement with a program under which that person:

(1) Acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the programs, it is fully bound by these regulations; and

(2) If necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by these regulations.

Records means any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program.

Third party payer means a person who pays, or agrees to pay, for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of his family or on the basis of the patient's eligibility for Federal, State, or local governmental benefits.

Treatment means the management and care of a patient suffering from alcohol or drug abuse, a condition which is identified as having been caused by that abuse, or both, in order to reduce or eliminate the adverse effects upon the patient.

Undercover agent means an officer of any Federal, State, or local law enforcement agency who enrolls in or becomes an employee of a program for the purpose of investigating a suspected violation of law or who pursues that purpose after enrolling or becoming employed for other purposes.

[52 FR 21809, June 9, 1987, as amended by 60 FR 22297, May 5, 1995]

§ 2.12 Applicability.

(a) *General* —(1) *Restrictions on disclosure.* The restrictions on disclosure in these regulations apply to any information, whether or not recorded, which:

(i) Would identify a patient as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person; and

(ii) Is drug abuse information obtained by a federally assisted drug abuse program after March 20, 1972, or is alcohol abuse information obtained by a federally assisted alcohol abuse program after May 13, 1974 (or if obtained before the pertinent date, is maintained by a federally assisted alcohol or drug abuse program after that date as part of an ongoing treatment episode which extends past that date) for the purpose of treating alcohol or drug abuse, making a diagnosis for that treatment, or making a referral for that treatment.

(2) *Restriction on use.* The restriction on use of information to initiate or substantiate any criminal charges against a patient or to conduct any criminal investigation of a patient (42 U.S.C. 290ee–3(c), 42 U.S.C. 290dd–3(c)) applies to any information, whether or not recorded which is drug abuse information obtained by a federally assisted drug abuse program after March 20, 1972, or is alcohol abuse information obtained by a federally assisted alcohol abuse program after May 13, 1974 (or if obtained before the pertinent date, is maintained by a federally assisted alcohol or drug abuse program after that date as part of an ongoing treatment episode which extends past that date), for the purpose of treating alcohol or drug abuse, making a diagnosis for the treatment, or making a referral for the treatment.

(b) *Federal assistance.* An alcohol abuse or drug abuse program is considered to be federally assisted if:

(1) It is conducted in whole or in part, whether directly or by contract or otherwise by any department or agency of the United States (but see paragraphs (c)(1) and (c)(2) of this section relating to the Veterans' Administration and the Armed Forces);

(2) It is being carried out under a license, certification, registration, or other authorization granted by any department or agency of the United States including but not limited to:

(i) Certification of provider status under the Medicare program;

(ii) Authorization to conduct methadone maintenance treatment (see 21 CFR 291.505); or

(iii) Registration to dispense a substance under the Controlled Substances Act to the extent the controlled substance is used in the treatment of alcohol or drug abuse;

(3) It is supported by funds provided by any department or agency of the United States by being:

(i) A recipient of Federal financial assistance in any form, including financial assistance which does not directly pay for the alcohol or drug abuse diagnosis, treatment, or referral activities; or

(ii) Conducted by a State or local government unit which, through general or special revenue sharing or other forms of assistance, receives Federal funds which could be (but are not necessarily) spent for the alcohol or drug abuse program; or

(4) It is assisted by the Internal Revenue Service of the Department of the Treasury through the allowance of income tax deductions for contributions to the program or through the granting of tax exempt status to the program.

(c) *Exceptions—* (1) *Veterans' Administration.* These regulations do not apply to information on alcohol and drug abuse patients maintained in connection with the Veterans' Administration provisions of hospital care, nursing home care, domiciliary care, and medical services under title 38, United States Code. Those records are governed by 38 U.S.C. 4132 and regulations issued under that authority by the Administrator of Veterans' Affairs.

(2) *Armed Forces.* These regulations apply to any information described in paragraph (a) of this section which was obtained by any component of the Armed Forces during a period when the patient was subject to the Uniform Code of Military Justice except:

(i) Any interchange of that information within the Armed Forces; and

(ii) Any interchange of that information between the Armed Forces and those components of the Veterans Administration furnishing health care to veterans.

(3) *Communication within a program or between a program and an entity having direct administrative control over that program.* The restrictions on disclosure in these regulations do not apply to communications of information between or among personnel having a need for the information in connection with their duties that arise out of the provision of diagnosis, treatment, or referral for treatment of alcohol or drug abuse if the communications are

(i) Within a program or

(ii) Between a program and an entity that has direct administrative control over the program.

(4) *Qualified Service Organizations.* The restrictions on disclosure in these regulations do not apply to communications between a program and a qualified service organization of information needed by the organization to provide services to the program.

(5) *Crimes on program premises or against program personnel.* The restrictions on disclosure and use in these regulations do not apply to communications from program personnel to law enforcement officers which—

(i) Are directly related to a patient's commission of a crime on the premises of the program or against program personnel or to a threat to commit such a crime; and

(ii) Are limited to the circumstances of the incident, including the patient status of the individual committing or threatening to commit the crime, that individual's name and address, and that individual's last known whereabouts.

(6) *Reports of suspected child abuse and neglect.* The restrictions on disclosure and use in these regulations do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities. However, the restrictions continue to apply to the original alcohol or drug abuse patient records maintained by the program including their disclosure and use for civil or criminal proceedings which may arise out of the report of suspected child abuse and neglect.

(d) *Applicability to recipients of information—* (1) *Restriction on use of information.* The restriction on the use of any information subject to these regulations to initiate or substantiate any criminal charges against a patient or to conduct any criminal investigation of a patient applies to any person who obtains that information from a federally assisted alcohol or drug abuse program, regardless of the status of the person obtaining the information or of whether the information was obtained in accordance with these regulations. This restriction on use bars, among other things, the introduction of that information as evidence in a criminal proceeding and any other use of the information to investigate or prosecute a patient with respect to a suspected crime. Information obtained by undercover agents or informants (see §2.17) or through patient access (see §2.23) is subject to the restriction on use.

(2) *Restrictions on disclosures — Third party payers, administrative entities, and others.* The restrictions on disclosure in these regulations apply to:

(i) Third party payers with regard to records disclosed to them by federally assisted alcohol or drug abuse programs;

(ii) Entities having direct administrative control over programs with regard to information communicated to them by the program under §2.12(c)(3); and

(iii) Persons who receive patient records directly from a federally assisted alcohol or drug abuse program and who are notified of the restrictions on redisclosure of the records in accordance with §2.32 of these regulations.

(e) *Explanation of applicability—* (1) *Coverage.* These regulations cover any information (including information on referral and intake) about alcohol and drug abuse patients obtained by a program (as the terms “patient” and “program” are defined in §2.11) if the program is federally assisted in any manner described in §2.12(b). Coverage includes, but is not limited to, those treatment or rehabilitation programs, employee assistance programs, programs within general hospitals, school-based programs, and private practitioners who hold themselves out as providing, and provide alcohol or drug abuse diagnosis, treatment, or referral for treatment. However, these regulations would not apply, for example, to emergency room personnel who refer a patient to the intensive care unit for an apparent overdose, unless the primary function of such personnel is the provision of alcohol or drug abuse diagnosis, treatment or referral and they are identified as providing such services or the emergency room has promoted itself to the community as a provider of such services.

(2) *Federal assistance to program required.* If a patient's alcohol or drug abuse diagnosis, treatment, or referral for treatment is not provided by a program which is federally conducted, regulated or supported in a manner which constitutes Federal assistance under §2.12(b), that patient's record is not covered by these regulations. Thus, it is possible for an individual patient to benefit from Federal support and not be covered by the confidentiality regulations because the program in which the patient is enrolled is not federally assisted as defined in §2.12(b). For example, if a Federal court placed an individual in a private for-profit program and made a payment to the program on behalf of that individual, that patient's record would not be covered by these regulations unless the program itself received Federal assistance as defined by §2.12(b).

(3) *Information to which restrictions are applicable.* Whether a restriction is on use or disclosure affects the type of information which may be available. The restrictions on disclosure apply to any information which would identify a patient as an alcohol or drug abuser. The restriction on use of information to bring criminal charges against a patient for a crime applies to any information obtained by the program for the purpose of diagnosis, treatment, or referral for treatment of alcohol or drug abuse. (Note that restrictions on use and disclosure apply to recipients of information under §2.12(d).)

(4) *How type of diagnosis affects coverage.* These regulations cover any record of a diagnosis identifying a patient as an alcohol or drug abuser which is prepared in connection with the treatment or referral for treatment of alcohol or drug abuse. A diagnosis prepared for the purpose of treatment or referral for treatment but which is not so used is covered by these regulations. The following are not covered by these regulations:

(i) Diagnosis which is made solely for the purpose of providing evidence for use by law enforcement authorities; or

(ii) A diagnosis of drug overdose or alcohol intoxication which clearly shows that the individual involved is not an alcohol or drug abuser (e.g., involuntary ingestion of alcohol or drugs or reaction to a prescribed dosage of one or more drugs).

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987, as amended at 60 FR 22297, May 5, 1995]

§ 2.13 Confidentiality restrictions.

(a) *General.* The patient records to which these regulations apply may be disclosed or used only as permitted by these regulations and may not otherwise be disclosed or used in any civil, criminal, administrative, or legislative proceedings conducted by any Federal, State, or local authority. Any disclosure made under these regulations must be limited to that information which is necessary to carry out the purpose of the disclosure.

(b) *Unconditional compliance required.* The restrictions on disclosure and use in these regulations apply whether the holder of the information believes that the person seeking the information already has it, has other means of obtaining it, is a law enforcement or other official, has obtained a subpoena, or asserts any other justification for a disclosure or use which is not permitted by these regulations.

(c) *Acknowledging the presence of patients: Responding to requests.* (1) The presence of an identified patient in a facility or component of a facility which is publicly identified as a place where only alcohol or drug abuse diagnosis, treatment, or referral is provided may be acknowledged only if the patient's written consent is obtained in accordance with subpart C of these regulations or if an authorizing court order is entered in accordance with subpart E of these regulations. The regulations permit acknowledgement of the presence of an identified patient in a facility or part of a facility if the facility is not publicly identified as only an alcohol or drug abuse diagnosis, treatment or referral facility, and if the acknowledgement does not reveal that the patient is an alcohol or drug abuser.

(2) Any answer to a request for a disclosure of patient records which is not permissible under these regulations must be made in a way that will not affirmatively reveal that an identified individual has been, or is being diagnosed or treated for alcohol or drug abuse. An inquiring party may be given a copy of these regulations and advised that they restrict the disclosure of alcohol or drug abuse patient records, but may not be told affirmatively that the regulations restrict the disclosure of the records of an identified patient. The regulations do not restrict a disclosure that an identified individual is not and never has been a patient.

§ 2.14 Minor patients.

(a) *Definition of minor.* As used in these regulations the term “minor” means a person who has not attained the age of majority specified in the applicable State law, or if no age of majority is specified in the applicable State law, the age of eighteen years.

(b) *State law not requiring parental consent to treatment.* If a minor patient acting alone has the legal capacity under the applicable State law to apply for and obtain alcohol or drug abuse treatment, any written consent for disclosure authorized under subpart C of these regulations may be given only by the minor patient. This restriction includes, but is not limited to, any disclosure of patient identifying information to the parent or guardian of a minor patient for the purpose of obtaining financial reimbursement. These regulations do not prohibit a program from refusing to provide treatment until the minor patient consents to the disclosure necessary to obtain reimbursement, but refusal to provide treatment may be prohibited under a State or local law requiring the program to furnish the service irrespective of ability to pay.

(c) *State law requiring parental consent to treatment.* (1) Where State law requires consent of a parent, guardian, or other person for a minor to obtain alcohol or drug abuse treatment, any written consent for disclosure authorized under subpart C of these regulations must be given by both the minor and his or her parent, guardian, or other person authorized under State law to act in the minor's behalf.

(2) Where State law requires parental consent to treatment the fact of a minor's application for treatment may be communicated to the minor's parent, guardian, or other person authorized under State law to act in the minor's behalf only if:

(i) The minor has given written consent to the disclosure in accordance with subpart C of these regulations or

(ii) The minor lacks the capacity to make a rational choice regarding such consent as judged by the program director under paragraph (d) of this section.

(d) *Minor applicant for services lacks capacity for rational choice.* Facts relevant to reducing a threat to the life or physical well being of the applicant or any other individual may be disclosed to the parent, guardian, or other person authorized under State law to act in the minor's behalf if the program director judges that:

(1) A minor applicant for services lacks capacity because of extreme youth or mental or physical condition to make a rational decision on whether to consent to a disclosure under subpart C of these regulations to his or her parent, guardian, or other person authorized under State law to act in the minor's behalf, and

(2) The applicant's situation poses a substantial threat to the life or physical well being of the applicant or any other individual which may be reduced by communicating relevant facts to the minor's parent, guardian, or other person authorized under State law to act in the minor's behalf.

§ 2.15 Incompetent and deceased patients.

(a) *Incompetent patients other than minors* —(1) *Adjudication of incompetence.* In the case of a patient who has been adjudicated as lacking the capacity, for any reason other

than insufficient age, to manage his or her own affairs, any consent which is required under these regulations may be given by the guardian or other person authorized under State law to act in the patient's behalf.

(2) *No adjudication of incompetency.* For any period for which the program director determines that a patient, other than a minor or one who has been adjudicated incompetent, suffers from a medical condition that prevents knowing or effective action on his or her own behalf, the program director may exercise the right of the patient to consent to a disclosure under subpart C of these regulations for the sole purpose of obtaining payment for services from a third party payer.

(b) *Deceased patients* —(1) *Vital statistics.* These regulations do not restrict the disclosure of patient identifying information relating to the cause of death of a patient under laws requiring the collection of death or other vital statistics or permitting inquiry into the cause of death.

(2) *Consent by personal representative.* Any other disclosure of information identifying a deceased patient as an alcohol or drug abuser is subject to these regulations. If a written consent to the disclosure is required, that consent may be given by an executor, administrator, or other personal representative appointed under applicable State law. If there is no such appointment the consent may be given by the patient's spouse or, if none, by any responsible member of the patient's family.

§ 2.16 Security for written records.

(a) Written records which are subject to these regulations must be maintained in a secure room, locked file cabinet, safe or other similar container when not in use; and

(b) Each program shall adopt in writing procedures which regulate and control access to and use of written records which are subject to these regulations.

§ 2.17 Undercover agents and informants.

(a) *Restrictions on placement.* Except as specifically authorized by a court order granted under §2.67 of these regulations, no program may knowingly employ, or enroll as a patient, any undercover agent or informant.

(b) *Restriction on use of information.* No information obtained by an undercover agent or informant, whether or not that undercover agent or informant is placed in a program pursuant to an authorizing court order, may be used to criminally investigate or prosecute any patient.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.18 Restrictions on the use of identification cards.

No person may require any patient to carry on his or her person while away from the program premises any card or other object which would identify the patient as an alcohol or drug abuser. This section does not prohibit a person from requiring patients to use or carry cards or other identification objects on the premises of a program.

§ 2.19 Disposition of records by discontinued programs.

(a) *General.* If a program discontinues operations or is taken over or acquired by another program, it must purge patient identifying information from its records or destroy the records unless—

(1) The patient who is the subject of the records gives written consent (meeting the requirements of §2.31) to a transfer of the records to the acquiring program or to any other program designated in the consent (the manner of obtaining this consent must minimize the likelihood of a disclosure of patient identifying information to a third party); or

(2) There is a legal requirement that the records be kept for a period specified by law which does not expire until after the discontinuation or acquisition of the program.

(b) *Procedure where retention period required by law.* If paragraph (a)(2) of this section applies, the records must be:

(1) Sealed in envelopes or other containers labeled as follows: “Records of [insert name of program] required to be maintained under [insert citation to statute, regulation, court order or other legal authority requiring that records be kept] until a date not later than [insert appropriate date]”; and

(2) Held under the restrictions of these regulations by a responsible person who must, as soon as practicable after the end of the retention period specified on the label, destroy the records.

§ 2.20 Relationship to State laws.

The statutes authorizing these regulations (42 U.S.C. 290ee–3 and 42 U.S.C. 290dd–3) do not preempt the field of law which they cover to the exclusion of all State laws in that field. If a disclosure permitted under these regulations is prohibited under State law, neither these regulations nor the authorizing statutes may be construed to authorize any violation of that State law. However, no State law may either authorize or compel any disclosure prohibited by these regulations.

§ 2.21 Relationship to Federal statutes protecting research subjects against compulsory disclosure of their identity

(a) *Research privilege description.* There may be concurrent coverage of patient identifying information by these regulations and by administrative action taken under: Section 303(a) of the Public Health Service Act (42 U.S.C. 242a(a) and the implementing

regulations at 42 CFR part 2a); or section 502(c) of the Controlled Substances Act (21 U.S.C. 872(c) and the implementing regulations at 21 CFR 1316.21). These “research privilege” statutes confer on the Secretary of Health and Human Services and on the Attorney General, respectively, the power to authorize researchers conducting certain types of research to withhold from all persons not connected with the research the names and other identifying information concerning individuals who are the subjects of the research.

(b) *Effect of concurrent coverage.* These regulations restrict the disclosure and use of information about patients, while administrative action taken under the research privilege statutes and implementing regulations protects a person engaged in applicable research from being compelled to disclose any identifying characteristics of the individuals who are the subjects of that research. The issuance under subpart E of these regulations of a court order authorizing a disclosure of information about a patient does not affect an exercise of authority under these research privilege statutes. However, the research privilege granted under 21 CFR 291.505(g) to treatment programs using methadone for maintenance treatment does not protect from compulsory disclosure any information which is permitted to be disclosed under those regulations. Thus, if a court order entered in accordance with subpart E of these regulations authorizes a methadone maintenance treatment program to disclose certain information about its patients, that program may not invoke the research privilege under 21 CFR 291.505(g) as a defense to a subpoena for that information.

§ 2.22 Notice to patients of Federal confidentiality requirements.

(a) *Notice required.* At the time of admission or as soon thereafter as the patient is capable of rational communication, each program shall:

- (1) Communicate to the patient that Federal law and regulations protect the confidentiality of alcohol and drug abuse patient records; and
- (2) Give to the patient a summary in writing of the Federal law and regulations.

(b) *Required elements of written summary.* The written summary of the Federal law and regulations must include:

- (1) A general description of the limited circumstances under which a program may acknowledge that an individual is present at a facility or disclose outside the program information identifying a patient as an alcohol or drug abuser.
- (2) A statement that violation of the Federal law and regulations by a program is a crime and that suspected violations may be reported to appropriate authorities in accordance with these regulations.
- (3) A statement that information related to a patient's commission of a crime on the premises of the program or against personnel of the program is not protected.

(4) A statement that reports of suspected child abuse and neglect made under State law to appropriate State or local authorities are not protected.

(5) A citation to the Federal law and regulations.

(c) *Program options.* The program may devise its own notice or may use the sample notice in paragraph (d) to comply with the requirement to provide the patient with a summary in writing of the Federal law and regulations. In addition, the program may include in the written summary information concerning State law and any program policy not inconsistent with State and Federal law on the subject of confidentiality of alcohol and drug abuse patient records.

(d) *Sample notice.*

Confidentiality of Alcohol and Drug Abuse Patient Records

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser
Unless:

(1) The patient consents in writing;

(2) The disclosure is allowed by a court order; or

(3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

(See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR part 2 for Federal regulations.)

(Approved by the Office of Management and Budget under control number 0930-0099)

§ 2.23 Patient access and restrictions on use.

(a) *Patient access not prohibited.* These regulations do not prohibit a program from giving a patient access to his or her own records, including the opportunity to inspect and copy any records that the program maintains about the patient. The program is not required to obtain a patient's written consent or other authorization under these regulations in order to provide such access to the patient.

(b) *Restriction on use of information.* Information obtained by patient access to his or her patient record is subject to the restriction on use of his information to initiate or substantiate any criminal charges against the patient or to conduct any criminal investigation of the patient as provided for under §2.12(d)(1).

Subpart C—Disclosures With Patient's Consent

§ 2.31 Form of written consent.

(a) *Required elements.* A written consent to a disclosure under these regulations must include:

- (1) The specific name or general designation of the program or person permitted to make the disclosure.
- (2) The name or title of the individual or the name of the organization to which disclosure is to be made.
- (3) The name of the patient.
- (4) The purpose of the disclosure.
- (5) How much and what kind of information is to be disclosed.
- (6) The signature of the patient and, when required for a patient who is a minor, the signature of a person authorized to give consent under §2.14; or, when required for a patient who is incompetent or deceased, the signature of a person authorized to sign under §2.15 in lieu of the patient.
- (7) The date on which the consent is signed.
- (8) A statement that the consent is subject to revocation at any time except to the extent that the program or person which is to make the disclosure has already acted in reliance on it. Acting in reliance includes the provision of treatment services in reliance on a valid consent to disclose information to a third party payer.
- (9) The date, event, or condition upon which the consent will expire if not revoked before. This date, event, or condition must insure that the consent will last no longer than reasonably necessary to serve the purpose for which it is given.

(b) *Sample consent form.* The following form complies with paragraph (a) of this section, but other elements may be added.

1. I (name of patient) ☐ Request ☐ Authorize:

2. (name or general designation of program which is to make the disclosure)

3. To disclose: (kind and amount of information to be disclosed)

4. To: (name or title of the person or organization to which disclosure is to be made)

5. For (purpose of the disclosure)

6. Date (on which this consent is signed)

7. Signature of patient

8. Signature of parent or guardian (where required)

9. Signature of person authorized to sign in lieu of the patient (where required)

10. This consent is subject to revocation at any time except to the extent that the program which is to make the disclosure has already taken action in reliance on it. If not previously revoked, this consent will terminate upon: (specific date, event, or condition)

(c) *Expired, deficient, or false consent.* A disclosure may not be made on the basis of a consent which:

(1) Has expired;

(2) On its face substantially fails to conform to any of the requirements set forth in paragraph (a) of this section;

(3) Is known to have been revoked; or

(4) Is known, or through a reasonable effort could be known, by the person holding the records to be materially false.

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§ 2.32 Prohibition on redisclosure.

Notice to accompany disclosure. Each disclosure made with the patient's written consent must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

[52 FR 21809, June 9, 1987; 52 FR 41997, Nov. 2, 1987]

§ 2.33 Disclosures permitted with written consent.

If a patient consents to a disclosure of his or her records under §2.31, a program may disclose those records in accordance with that consent to any individual or organization named in the consent, except that disclosures to central registries and in connection with criminal justice referrals must meet the requirements of §§2.34 and 2.35, respectively.

§ 2.34 Disclosures to prevent multiple enrollments in detoxification and maintenance treatment programs

(a) *Definitions.* For purposes of this section:

Central registry means an organization which obtains from two or more member programs patient identifying information about individuals applying for maintenance treatment or detoxification treatment for the purpose of avoiding an individual's concurrent enrollment in more than one program.

Detoxification treatment means the dispensing of a narcotic drug in decreasing doses to an individual in order to reduce or eliminate adverse physiological or psychological effects incident to withdrawal from the sustained use of a narcotic drug.

Maintenance treatment means the dispensing of a narcotic drug in the treatment of an individual for dependence upon heroin or other morphine-like drugs.

Member program means a detoxification treatment or maintenance treatment program which reports patient identifying information to a central registry and which is in the same State as that central registry or is not more than 125 miles from any border of the State in which the central registry is located.

(b) *Restrictions on disclosure.* A program may disclose patient records to a central registry or to any detoxification or maintenance treatment program not more than 200 miles away for the purpose of preventing the multiple enrollment of a patient only if:

(1) The disclosure is made when:

- (i) The patient is accepted for treatment;
- (ii) The type or dosage of the drug is changed; or
- (iii) The treatment is interrupted, resumed or terminated.

(2) The disclosure is limited to:

- (i) Patient identifying information;
- (ii) Type and dosage of the drug; and
- (iii) Relevant dates.

(3) The disclosure is made with the patient's written consent meeting the requirements of §2.31, except that:

- (i) The consent must list the name and address of each central registry and each known detoxification or maintenance treatment program to which a disclosure will be made; and
- (ii) The consent may authorize a disclosure to any detoxification or maintenance treatment program established within 200 miles of the program after the consent is given without naming any such program.

(c) *Use of information limited to prevention of multiple enrollments.* A central registry and any detoxification or maintenance treatment program to which information is disclosed to prevent multiple enrollments may not redisclose or use patient identifying information for any purpose other than the prevention of multiple enrollments unless authorized by a court order under subpart E of these regulations.

(d) *Permitted disclosure by a central registry to prevent a multiple enrollment.* When a member program asks a central registry if an identified patient is enrolled in another member program and the registry determines that the patient is so enrolled, the registry may disclose—

- (1) The name, address, and telephone number of the member program(s) in which the patient is already enrolled to the inquiring member program; and
- (2) The name, address, and telephone number of the inquiring member program to the member program(s) in which the patient is already enrolled. The member programs may communicate as necessary to verify that no error has been made and to prevent or eliminate any multiple enrollment.

(e) *Permitted disclosure by a detoxification or maintenance treatment program to prevent a multiple enrollment.* A detoxification or maintenance treatment program which has received a disclosure under this section and has determined that the patient is already

enrolled may communicate as necessary with the program making the disclosure to verify that no error has been made and to prevent or eliminate any multiple enrollment.

§ 2.35 Disclosures to elements of the criminal justice system which have referred patients.

(a) A program may disclose information about a patient to those persons within the criminal justice system which have made participation in the program a condition of the disposition of any criminal proceedings against the patient or of the patient's parole or other release from custody if:

(1) The disclosure is made only to those individuals within the criminal justice system who have a need for the information in connection with their duty to monitor the patient's progress (e.g., a prosecuting attorney who is withholding charges against the patient, a court granting pretrial or post trial release, probation or parole officers responsible for supervision of the patient); and

(2) The patient has signed a written consent meeting the requirements of §2.31 (except paragraph (a)(8) which is inconsistent with the revocation provisions of paragraph (c) of this section) and the requirements of paragraphs (b) and (c) of this section.

(b) *Duration of consent.* The written consent must state the period during which it remains in effect. This period must be reasonable, taking into account:

(1) The anticipated length of the treatment;

(2) The type of criminal proceeding involved, the need for the information in connection with the final disposition of that proceeding, and when the final disposition will occur; and

(3) Such other factors as the program, the patient, and the person(s) who will receive the disclosure consider pertinent.

(c) *Revocation of consent.* The written consent must state that it is revocable upon the passage of a specified amount of time or the occurrence of a specified, ascertainable event. The time or occurrence upon which consent becomes revocable may be no later than the final disposition of the conditional release or other action in connection with which consent was given.

(d) *Restrictions on redisclosure and use.* A person who receives patient information under this section may redisclose and use it only to carry out that person's official duties with regard to the patient's conditional release or other action in connection with which the consent was given.

Subpart D—Disclosures Without Patient Consent

§ 2.51 Medical emergencies.

(a) *General Rule.* Under the procedures required by paragraph (c) of this section, patient identifying information may be disclosed to medical personnel who have a need for information about a patient for the purpose of treating a condition which poses an immediate threat to the health of any individual and which requires immediate medical intervention.

(b) *Special Rule.* Patient identifying information may be disclosed to medical personnel of the Food and Drug Administration (FDA) who assert a reason to believe that the health of any individual may be threatened by an error in the manufacture, labeling, or sale of a product under FDA jurisdiction, and that the information will be used for the exclusive purpose of notifying patients or their physicians of potential dangers.

(c) *Procedures.* Immediately following disclosure, the program shall document the disclosure in the patient's records, setting forth in writing:

- (1) The name of the medical personnel to whom disclosure was made and their affiliation with any health care facility;
- (2) The name of the individual making the disclosure;
- (3) The date and time of the disclosure; and
- (4) The nature of the emergency (or error, if the report was to FDA).

(Approved by the Office of Management and Budget under control number 0930-0099)

§ 2.52 Research activities

(a) Patient identifying information may be disclosed for the purpose of conducting scientific research if the program director makes a determination that the recipient of the patient identifying information:

- (1) Is qualified to conduct the research;
- (2) Has a research protocol under which the patient identifying information:
 - (i) Will be maintained in accordance with the security requirements of §2.16 of these regulations (or more stringent requirements); and
 - (ii) Will not be redisclosed except as permitted under paragraph (b) of this section; and
- (3) Has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:
 - (i) The rights and welfare of patients will be adequately protected; and

(ii) The risks in disclosing patient identifying information are outweighed by the potential benefits of the research.

(b) A person conducting research may disclose patient identifying information obtained under paragraph (a) of this section only back to the program from which that information was obtained and may not identify any individual patient in any report of that research or otherwise disclose patient identities.

[52 FR 21809, June 9, 1987, as amended at 52 FR 41997, Nov. 2, 1987]

§ 2.53 Audit and evaluation activities

(a) *Records not copied or removed.* If patient records are not copied or removed, patient identifying information may be disclosed in the course of a review of records on program premises to any person who agrees in writing to comply with the limitations on redisclosure and use in paragraph (d) of this section and who:

(1) Performs the audit or evaluation activity on behalf of:

(i) Any Federal, State, or local governmental agency which provides financial assistance to the program or is authorized by law to regulate its activities; or

(ii) Any private person which provides financial assistance to the program, which is a third party payer covering patients in the program, or which is a quality improvement organization performing a utilization or quality control review; or

(2) Is determined by the program director to be qualified to conduct the audit or evaluation activities.

(b) *Copying or removal of records.* Records containing patient identifying information may be copied or removed from program premises by any person who:

(1) Agrees in writing to:

(i) Maintain the patient identifying information in accordance with the security requirements provided in §2.16 of these regulations (or more stringent requirements);

(ii) Destroy all the patient identifying information upon completion of the audit or evaluation; and

(iii) Comply with the limitations on disclosure and use in paragraph (d) of this section; and

(2) Performs the audit or evaluation activity on behalf of:

(i) Any Federal, State, or local governmental agency which provides financial assistance to the program or is authorized by law to regulate its activities; or

(ii) Any private person which provides financial assistance to the program, which is a third part payer covering patients in the program, or which is a quality improvement organization performing a utilization or quality control review.

(c) *Medicare or Medicaid audit or evaluation.* (1) For purposes of Medicare or Medicaid audit or evaluation under this section, audit or evaluation includes a civil or administrative investigation of the program by any Federal, State, or local agency responsible for oversight of the Medicare or Medicaid program and includes administrative enforcement, against the program by the agency, of any remedy authorized by law to be imposed as a result of the findings of the investigation.

(2) Consistent with the definition of program in §2.11, program includes an employee of, or provider of medical services under, the program when the employee or provider is the subject of a civil investigation or administrative remedy, as those terms are used in paragraph (c)(1) of this section.

(3) If a disclosure to a person is authorized under this section for a Medicare or Medicaid audit or evaluation, including a civil investigation or administrative remedy, as those terms are used in paragraph (c)(1) of this section, then a quality improvement organization which obtains the information under paragraph (a) or (b) may disclose the information to that person but only for purposes of Medicare or Medicaid audit or evaluation.

(4) The provisions of this paragraph do not authorize the agency, the program, or any other person to disclose or use patient identifying information obtained during the audit or evaluation for any purposes other than those necessary to complete the Medicare or Medicaid audit or evaluation activity as specified in this paragraph.

(d) *Limitations on disclosure and use.* Except as provided in paragraph (c) of this section, patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by a court order entered under §2.66 of these regulations.

Subpart E—Court Orders Authorizing Disclosure and Use

§ 2.61 Legal effect of order

(a) *Effect.* An order of a court of competent jurisdiction entered under this subpart is a unique kind of court order. Its only purpose is to authorize a disclosure or use of patient information which would otherwise be prohibited by 42 U.S.C. 290ee–3, 42 U.S.C. 290dd–3 and these regulations. Such an order does not compel disclosure. A subpoena or a similar legal mandate must be issued in order to compel disclosure. This mandate may

be entered at the same time as and accompany an authorizing court order entered under these regulations.

(b) *Examples.* (1) A person holding records subject to these regulations receives a subpoena for those records: a response to the subpoena is not permitted under the regulations unless an authorizing court order is entered. The person may not disclose the records in response to the subpoena unless a court of competent jurisdiction enters an authorizing order under these regulations.

(2) An authorizing court order is entered under these regulations, but the person authorized does not want to make the disclosure. If there is no subpoena or other compulsory process or a subpoena for the records has expired or been quashed, that person may refuse to make the disclosure. Upon the entry of a valid subpoena or other compulsory process the person authorized to disclose must disclose, unless there is a valid legal defense to the process other than the confidentiality restrictions of these regulations.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.62 Order not applicable to records disclosed without consent to researchers, auditors and evaluators.

A court order under these regulations may not authorize qualified personnel, who have received patient identifying information without consent for the purpose of conducting research, audit or evaluation, to disclose that information or use it to conduct any criminal investigation or prosecution of a patient. However, a court order under §2.66 may authorize disclosure and use of records to investigate or prosecute qualified personnel holding the records.

§ 2.63 Confidential communications.

(a) A court order under these regulations may authorize disclosure of confidential communications made by a patient to a program in the course of diagnosis, treatment, or referral for treatment only if:

(1) The disclosure is necessary to protect against an existing threat to life or of serious bodily injury, including circumstances which constitute suspected child abuse and neglect and verbal threats against third parties;

(2) The disclosure is necessary in connection with investigation or prosecution of an extremely serious crime, such as one which directly threatens loss of life or serious bodily injury, including homicide, rape, kidnapping, armed robbery, assault with a deadly weapon, or child abuse and neglect; or

(3) The disclosure is in connection with litigation or an administrative proceeding in which the patient offers testimony or other evidence pertaining to the content of the confidential communications.

(b) [Reserved]

§ 2.64 Procedures and criteria for orders authorizing disclosures for noncriminal purposes

(a) *Application.* An order authorizing the disclosure of patient records for purposes other than criminal investigation or prosecution may be applied for by any person having a legally recognized interest in the disclosure which is sought. The application may be filed separately or as part of a pending civil action in which it appears that the patient records are needed to provide evidence. An application must use a fictitious name, such as John Doe, to refer to any patient and may not contain or otherwise disclose any patient identifying information unless the patient is the applicant or has given a written consent (meeting the requirements of these regulations) to disclosure or the court has ordered the record of the proceeding sealed from public scrutiny.

(b) *Notice.* The patient and the person holding the records from whom disclosure is sought must be given:

(1) Adequate notice in a manner which will not disclose patient identifying information to other persons; and

(2) An opportunity to file a written response to the application, or to appear in person, for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order.

(c) *Review of evidence: Conduct of hearing.* Any oral argument, review of evidence, or hearing on the application must be held in the judge's chambers or in some manner which ensures that patient identifying information is not disclosed to anyone other than a party to the proceeding, the patient, or the person holding the record, unless the patient requests an open hearing in a manner which meets the written consent requirements of these regulations. The proceeding may include an examination by the judge of the patient records referred to in the application.

(d) *Criteria for entry of order.* An order under this section may be entered only if the court determines that good cause exists. To make this determination the court must find that:

(1) Other ways of obtaining the information are not available or would not be effective; and

(2) The public interest and need for the disclosure outweigh the potential injury to the patient, the physician-patient relationship and the treatment services.

(e) *Content of order.* An order authorizing a disclosure must:

(1) Limit disclosure to those parts of the patient's record which are essential to fulfill the objective of the order;

(2) Limit disclosure to those persons whose need for information is the basis for the order; and

(3) Include such other measures as are necessary to limit disclosure for the protection of the patient, the physician-patient relationship and the treatment services; for example, sealing from public scrutiny the record of any proceeding for which disclosure of a patient's record has been ordered.

§ 2.65 Procedures and criteria for orders authorizing disclosure and use of records to criminally investigate or prosecute patients.

(a) *Application.* An order authorizing the disclosure or use of patient records to criminally investigate or prosecute a patient may be applied for by the person holding the records or by any person conducting investigative or prosecutorial activities with respect to the enforcement of criminal laws. The application may be filed separately, as part of an application for a subpoena or other compulsory process, or in a pending criminal action. An application must use a fictitious name such as John Doe, to refer to any patient and may not contain or otherwise disclose patient identifying information unless the court has ordered the record of the proceeding sealed from public scrutiny.

(b) *Notice and hearing.* Unless an order under §2.66 is sought with an order under this section, the person holding the records must be given:

(1) Adequate notice (in a manner which will not disclose patient identifying information to third parties) of an application by a person performing a law enforcement function;

(2) An opportunity to appear and be heard for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order; and

(3) An opportunity to be represented by counsel independent of counsel for an applicant who is a person performing a law enforcement function.

(c) *Review of evidence: Conduct of hearings.* Any oral argument, review of evidence, or hearing on the application shall be held in the judge's chambers or in some other manner which ensures that patient identifying information is not disclosed to anyone other than a party to the proceedings, the patient, or the person holding the records. The proceeding may include an examination by the judge of the patient records referred to in the application.

(d) *Criteria.* A court may authorize the disclosure and use of patient records for the purpose of conducting a criminal investigation or prosecution of a patient only if the court finds that all of the following criteria are met:

(1) The crime involved is extremely serious, such as one which causes or directly threatens loss of life or serious bodily injury including homicide, rape, kidnapping, armed robbery, assault with a deadly weapon, and child abuse and neglect.

(2) There is a reasonable likelihood that the records will disclose information of substantial value in the investigation or prosecution.

(3) Other ways of obtaining the information are not available or would not be effective.

(4) The potential injury to the patient, to the physician-patient relationship and to the ability of the program to provide services to other patients is outweighed by the public interest and the need for the disclosure.

(5) If the applicant is a person performing a law enforcement function that:

(i) The person holding the records has been afforded the opportunity to be represented by independent counsel; and

(ii) Any person holding the records which is an entity within Federal, State, or local government has in fact been represented by counsel independent of the applicant.

(e) *Content of order.* Any order authorizing a disclosure or use of patient records under this section must:

(1) Limit disclosure and use to those parts of the patient's record which are essential to fulfill the objective of the order;

(2) Limit disclosure to those law enforcement and prosecutorial officials who are responsible for, or are conducting, the investigation or prosecution, and limit their use of the records to investigation and prosecution of extremely serious crime or suspected crime specified in the application; and

(3) Include such other measures as are necessary to limit disclosure and use to the fulfillment of only that public interest and need found by the court.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.66 Procedures and criteria for orders authorizing disclosure and use of records to investigate or prosecute a program or the person holding the records.

(a) *Application.* (1) An order authorizing the disclosure or use of patient records to criminally or administratively investigate or prosecute a program or the person holding the records (or employees or agents of that program or person) may be applied for by any administrative, regulatory, supervisory, investigative, law enforcement, or prosecutorial agency having jurisdiction over the program's or person's activities.

(2) The application may be filed separately or as part of a pending civil or criminal action against a program or the person holding the records (or agents or employees of the program or person) in which it appears that the patient records are needed to provide material evidence. The application must use a fictitious name, such as John Doe, to refer to any patient and may not contain or otherwise disclose any patient identifying

information unless the court has ordered the record of the proceeding sealed from public scrutiny or the patient has given a written consent (meeting the requirements of §2.31 of these regulations) to that disclosure.

(b) *Notice not required.* An application under this section may, in the discretion of the court, be granted without notice. Although no express notice is required to the program, to the person holding the records, or to any patient whose records are to be disclosed, upon implementation of an order so granted any of the above persons must be afforded an opportunity to seek revocation or amendment of that order, limited to the presentation of evidence on the statutory and regulatory criteria for the issuance of the court order.

(c) *Requirements for order.* An order under this section must be entered in accordance with, and comply with the requirements of, paragraphs (d) and (e) of §2.64 of these regulations.

(d) *Limitations on disclosure and use of patient identifying information:* (1) An order entered under this section must require the deletion of patient identifying information from any documents made available to the public.

(2) No information obtained under this section may be used to conduct any investigation or prosecution of a patient, or be used as the basis for an application for an order under §2.65 of these regulations.

§ 2.67 Orders authorizing the use of undercover agents and informants to criminally investigate employees or agents of a program.

(a) *Application.* A court order authorizing the placement of an undercover agent or informant in a program as an employee or patient may be applied for by any law enforcement or prosecutorial agency which has reason to believe that employees or agents of the program are engaged in criminal misconduct.

(b) *Notice.* The program director must be given adequate notice of the application and an opportunity to appear and be heard (for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order), unless the application asserts a belief that:

(1) The program director is involved in the criminal activities to be investigated by the undercover agent or informant; or

(2) The program director will intentionally or unintentionally disclose the proposed placement of an undercover agent or informant to the employees or agents who are suspected of criminal activities.

(c) *Criteria.* An order under this section may be entered only if the court determines that good cause exists. To make this determination the court must find:

- (1) There is reason to believe that an employee or agent of the program is engaged in criminal activity;
 - (2) Other ways of obtaining evidence of this criminal activity are not available or would not be effective; and
 - (3) The public interest and need for the placement of an undercover agent or informant in the program outweigh the potential injury to patients of the program, physician-patient relationships and the treatment services.
- (d) *Content of order.* An order authorizing the placement of an undercover agent or informant in a program must:
- (1) Specifically authorize the placement of an undercover agent or an informant;
 - (2) Limit the total period of the placement to six months;
 - (3) Prohibit the undercover agent or informant from disclosing any patient identifying information obtained from the placement except as necessary to criminally investigate or prosecute employees or agents of the program; and
 - (4) Include any other measures which are appropriate to limit any potential disruption of the program by the placement and any potential for a real or apparent breach of patient confidentiality; for example, sealing from public scrutiny the record of any proceeding for which disclosure of a patient's record has been ordered.
- (e) *Limitation on use of information.* No information obtained by an undercover agent or informant placed under this section may be used to criminally investigate or prosecute any patient or as the basis for an application for an order under §2.65 of these regulations.

Attachment 2

CPT Billing Code Rates

SMHS	FY 2026-27 RATES								
County:	MENDOCINO								
Contractor:	MCYP								
Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	LPHA	LCSW	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical		
PROVIDER TYPE HOURLY		\$ 1,114.29	\$ 292.77	\$ 292.77	\$ 218.18	\$ 213.82	\$ 203.63		
90785	Occurrence	\$ 15.95	\$ 15.95	\$ 15.95	\$ 15.95		\$ 15.95		
90791	60	\$ 1,114.29	\$ 292.77	\$ 292.77					
90832	30	\$ 557.15	\$ 146.39	\$ 146.39					
90834	45	\$ 835.72	\$ 219.58	\$ 219.58					
90837	60	\$ 1,114.29	\$ 292.77	\$ 292.77					
90847	50	\$ 928.58	\$ 243.98	\$ 243.98					
90853	50	\$ 206.35	\$ 54.22	\$ 54.22					
90887	50	\$ 928.58	\$ 243.98	\$ 243.98					
H0025	15					\$ 10.87			
H0031	15		\$ 73.19	\$ 73.19	\$ 54.55		\$ 50.91		
H0032	15		\$ 73.19	\$ 73.19	\$ 54.55		\$ 50.91		
H0038	15					\$ 53.46			
H2000	15	\$ 278.57	\$ 73.19	\$ 73.19	\$ 54.55		\$ 50.91		
H2017	15	\$ 278.57	\$ 73.19	\$ 73.19	\$ 54.55		\$ 50.91		
H2017HQ	15	\$ 61.91	\$ 16.27	\$ 16.27	\$ 12.12		\$ 11.31		
T1013	15	\$ 26.99	\$ 26.99	\$ 26.99	\$ 26.99	\$ 26.99	\$ 26.99		
T1017	15	\$ 278.57	\$ 73.19	\$ 73.19	\$ 54.55		\$ 50.91		
T2021	15	\$ 278.57	\$ 73.19	\$ 73.19					
T2021HQ	15	\$ 61.91	\$ 16.27	\$ 16.27					
T2024	15	\$ 278.57	\$ 73.19	\$ 73.19					



Mendocino County BHRS Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor:

Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

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