

AGREEMENT NO. _____ - _____
(Agreement for Mental Health Services)

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2011 by and between the County of Yolo, a political subdivision of the State of California ("County") and _____ a _____ authorized to do business in the State of California ("Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain _____ services to clients who are eligible for _____; and

WHEREAS, County has entered into agreement with the State of California, Department of Mental Health, to provide Mental Health services to County of Yolo residents, (e.g., State Performance Agreement: No. 07-77219-000, County Agreement No. 08-172; State Managed Care Agreement: No. 06-76066-000, County Agreement No. 08-183; and Mental Health Services Act Agreement: No. 07-77356-000, hereinafter referred to as the "State Contracts"); these agreements are available to Contractor at website <http://www.yolocounty.org/Index.aspx?page=1866>; and

WHEREAS, the State Contracts require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors (including, but not limited to, Contractor) comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor is licensed by the State of California to provide the services specified in **Exhibit A**, Scope of Services, of this Agreement;

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

I. TERMS

A. The term of this Agreement shall be from _____ through _____ unless sooner terminated as provided in this Agreement. This Agreement may be extended upon written agreement of the parties for four (4) additional twelve (12) month periods.

B. This Agreement may be terminated by either party by providing a sixty (60) day written notice to the other party.

II. SERVICES

A. Contractor shall furnish and perform the specialty mental health services [as defined in the California Code of Regulations **Title 9, Chapter 11** ("C.C.R.")] set forth in the Scope of Services attached as **Exhibit A**, in conformance with this Agreement (including, but not limited to, all Exhibits), and in a manner satisfactory to the Director of the County Department of Alcohol, Drug and Mental Health or his or her designee ("Director").

B. Contractor shall comply with all applicable provisions of the State and Federal regulations and provisions as incorporated herein as if fully set forth in this place. Contractor shall also comply with all applicable provisions of the **Compliance Plan, Provider Manual, and Clinical Survival Guide**, which are available to the Contractor at website <http://www.yolocounty.org/Index.aspx?page=1866>, and are incorporated herein by this reference.

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according the terms set forth in **Exhibit B**, Terms of Payment. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor shall be no greater than _____ (\$ _____) payable as follows:

_____	through _____	- \$ _____
_____	through _____	- \$ _____

IV. TERMS AND CONDITIONS

A. The County and Contractor shall each comply with the Terms and Conditions set forth in **Exhibit C** attached hereto.

B. The Director may approve modifications of the tasks, scheduling, categories of services and compensation, term, and billing rates set forth elsewhere in this Agreement. If applicable, the Director may, under the authority designated by the Yolo County Board of Supervisors, also approve modifications to increase the total compensation set forth in **Section III** of this Agreement as follows:

For Agreements approved by the Purchasing Department of Yolo County, the Director may approve modifications to increase the total compensation provided that the modifications are within twenty percent (20%) of the initial maximum compensation for a fiscal year of an individual agreement. In the event that the increase results in a contract amount for a fiscal year exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000), the increase will require approval by Yolo County Board of Supervisors.

For Agreements approved by the Yolo County Board of Supervisors, the Director may approve modifications to increase the total compensation provided that the modifications are within twenty percent (20%) of the initial maximum compensation for a fiscal year of an individual agreement.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

- Exhibit A: Scope of Services
- Exhibit B: Terms of Payment
- Exhibit C: Terms and Conditions
- Exhibit D: Contract Budget
- Exhibit E: HIPAA Compliance
- Exhibit F: Medi-Cal Requirements

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By _____
Signatory of Contractor
Title of Signatory

COUNTY OF YOLO

By _____
Matt Rexroad, Chair
Board of Supervisors

By _____
Kim Suderman, Director
Alcohol, Drug and Mental Health Department

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Robyn Truitt Drivon, County Counsel

EXHIBIT A – SCOPE OF SERVICES
XXXXXXXX

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Legal entity number: XXXXXX
Provider number: XXXX

II. PURPOSE

III. TARGET POPULATION

IV. REQUIREMENTS

A. If the Contractor is unable to accept a referred client or the needs of the client exceed the capacity of the Contractor, the Contractor is obligated to inform ADMH for appropriate follow up and case planning.

B. Contractor will participate in peer review as County directs.

C. Contractor will adhere to all regulations regarding Senate Bill 785 services provided to Adoption Assistance Program (AAP), Kinship Guardianship Assistance Payment Program (Kin-Gap), and out of county foster youth residing in Yolo County. Contractor will adhere to Yolo County ADMH's implementation of Senate Bill number 785 for authorization, services, and payment according to all direction, guidance, and documents provided or updated throughout the course of this Agreement. The following Aid Codes will be used for out of county SB785 Youth:

1. Adopted (Aid Code 03, 04, or 4A)
2. KinGAP (Aid Code 4F or 4G)
3. Foster Youth (Aid Code 40, 42, 45 or 5K)

D. Therapeutic Behavioral Services (TBS)

1. Provide notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07, and County.
2. Perform coordination duties as primary mental health service as directed by County when serving EPSDT clients receiving TBS.

V. CRITERIA FOR THE WELFARE AND INSTITUTIONS CODE 5600.3

For the purposes of this Agreement, "seriously emotionally disturbed children or adolescents" means minors under the age of 18 years who have a mental disorder as identified in the most

Comment [Y1]: Applicable to certain contracts, e.g. EPSDT

Comment [Y2]: Applicable to certain contracts, e.g. EPSDT

recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in a behavior inappropriate to the child's age according to expected developmental norms.

Members of this target population shall meet one of the three following criteria.

A. As a result of the mental disorder the child has substantial impairment in at least two of the following areas:

- Self-care
- School functioning
- Family relationships, or
- Ability to function in the community; and

And one of the following conditions occurs:

- The enrollee is at risk for removal from his/her home
- The enrollee has been removed from his/her home
- The mental disorder/impairments have been present for six months, or are likely to continue for more than one year without treatment

B. The enrollee displays: psychotic features, risk of suicide, risk of violence due to a mental disorder; or:

C. The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code (AB 3632 services).

Comment [Y3]: This may be deleted depending on the state budget and/or legislation.

Comment [Y4]: Select applicable services for specific contracts. Delete the rest.

VI. SERVICES

A. 1810.227. Mental Health Services

"Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

B. 1810.247. Specialty Mental Health Services

"Specialty Mental Health Services" means:

- (a) Rehabilitative Mental Health Services, including:
- (1) Mental health services;
 - (2) Medication support services;
 - (3) Day treatment intensive;
 - (4) Day rehabilitation;
 - (5) Crisis intervention;
 - (6) Crisis stabilization;
 - (7) Adult residential treatment services;
 - (8) Crisis residential treatment services;

- (9) Psychiatric health facility services;
- (b) Psychiatric Inpatient Hospital Services;
- (c) Targeted Case Management;
- (d) Psychiatrist Services;
- (e) Psychologist Services;
- (f) EPSDT Supplemental Specialty Mental Health Services; and
- (g) Psychiatric Nursing Facility Services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

C. 1810.203. Adult Residential Treatment Service

"Adult Residential Treatment Service" means rehabilitative services, provided in a non-institutional, residential setting, for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain and apply interpersonal and independent living skills and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.204. Assessment

"Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.206. Collateral

"Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.208. Crisis Residential Treatment Service

"Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24

hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.209. Crisis Intervention

"Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.210. Crisis Stabilization

"Crisis Stabilization" means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

I. 1810.212. Day Rehabilitation

"Day Rehabilitation" means a structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of individuals. Services are available at least three hours and less than 24 hours each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

J. 1810.213. Day Treatment Intensive

"Day Treatment Intensive" means a structured, multi-disciplinary program of therapy which may be an alternative to hospitalization, avoid placement in a more restrictive setting, or maintain the individual in a community setting, which provides services to a distinct group of individuals. Services are available at least three hours and less than 24 hours each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

K. 1810.215. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Supplemental Specialty Mental Health Services

Comment [Y5]: A practitioner can bill crisis intervention for a maximum of 8 hours in a 24 hour period for a particular client.

"Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services" means mental health related diagnostic services and treatment, other than physical health care, available under the Medi-Cal program only to persons under 21 years of age pursuant to Title 42, Section 1396d(r), United States Code, that have been determined by the State Department of Health Services to meet the criteria of Title 22, Section 51340(e)(3) or (f); and that are not otherwise covered by this Chapter as specialty mental health services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code; and Title 42, United States Code, Section 1396d(r).

L. 1810.222.1. Institution for Mental Diseases

"Institution for Mental Diseases" means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental disorders, including medical attention, nursing care, and related services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Title 42, United States Code, Section 1396d(a) and (i).

M. 1810.225. Medication Support Services

"Medication Support Services" means those services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

N. 1810.232. Plan Development

"Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

O. 1810.240. Psychiatrist Services

"Psychiatrist Services" means services provided by licensed physicians, within their scope of practice, who have contracted with the MHP to provide specialty mental health services, who have indicated a psychiatrist specialty as part of the provider enrollment process for the Medi-Cal program, to diagnose or treat a mental illness or condition. For the purposes of this Chapter, psychiatrist services may only be provided by physicians who are individual or group providers.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

P. 1810.241. Psychologist Services

"Psychologist Services" means services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition. For the purposes of this Chapter,

psychologist services may only be provided by licensed psychologists who are individual or group providers.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

Q. 1810.243. Rehabilitation

"Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

R. 1810.249. Targeted Case Management

"Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

S. 1810.250. Therapy

"Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

T. Therapeutic Behavioral Services

Therapeutic behavioral services are a one-to-one therapeutic contact between a mental health provider and a beneficiary for a specified short-term period of time which are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence in the lowest appropriate level.

The person providing therapeutic behavioral services is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. The critical distinction between therapeutic component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person would be with the child/youth for a designated time period and the entire time the mental health provider spends with the child/youth in accordance with the treatment plan would be reimbursable. These designated time periods may vary in length and may be up to 24 hours a day, depending upon the needs of the child/youth.

Note: Authority cited: DMH Letter NO.: 99-03

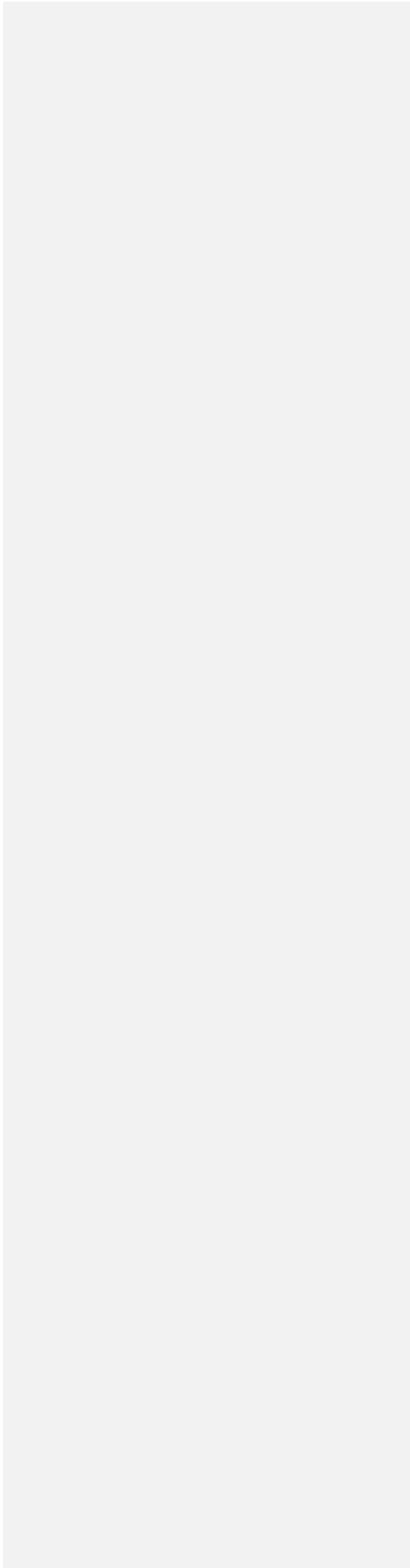


EXHIBIT B – TERMS OF PAYMENT

I. BUDGET

Contractor shall submit, in a form specified by County, a contract budget attached hereto as **Exhibit D**. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement. Contractor shall obtain prior written approval from the Director for changes in excess of the approved budget or for changes greater than twenty percent (20%) between any major budget categories.

II. METHOD OF PAYMENT

A. If applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third party payments.

B. Contractor shall submit a monthly claim in accordance with these Terms of Payment using the claim form as specified by the Director. The monthly claim will summarize the services provided during the previous month in grouping by service location, practitioner, and service code. Contractor shall provide all required supporting documentation. Supporting documentation may include, but is not necessarily limited to, written authorization for services, daily transactions certified by the individual service providers, progress notes, actual unit of time and unit of services, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), time sheets, labor distribution, general-ledger printouts, costs per line item, and they must be maintained for audit purposes.

C. Contractor shall submit such claims for payment to the County no later than twenty (20) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.

D. Claims shall be submitted with, required supporting documentation and monthly reports detailed in **Exhibit C**, and sent to:

Yolo County ADMH
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Contract Unit

E. County shall pay Contractor actual expenditures incurred in accordance with the budget for services that have been authorized and provided in accordance with the provisions of this Agreement.

E. County shall pay Contractor at the rate equal to one-twelfth of the entire compensation or \$XXXXXX per month for services specified below that have been authorized and provided in accordance with the provisions of this Agreement.

E. The maximum monthly amount payable to the Contractor is up to one-twelfth of the entire compensation or \$XXXXXX per month. Providing the cumulative cost calculated based on the rates specified below is equal to or greater than the maximum cumulative payable, and

providing services specified below have been authorized and provided in accordance with the provisions of this Agreement, the County shall pay Contractor the maximum cumulative payable. Otherwise, County shall pay Contractor the amount payable calculated based on the rates specified below.

Comment [d6]: There are three payment options. One will be chosen based on the type of contract, funding source, reporting requirements, etc...

The use of the codes specified below is subject to change in accordance with changes in Federal, State or County guidelines.

Service Code	Descriptions	Rate/Unit
XXXX	XXXX	\$XXXX/minute

F. Final compensation to the Contractor shall be at the actual rate or no more than State Maximum Allowance (S.M.A.), if applicable, whichever is lower, unless otherwise negotiated, and the total compensation shall not exceed the maximum payable set forth in Section III of this Agreement.

County shall determine the final compensation to the Contractor based on the final audited Cost Report specified in Exhibit C, Section IV and Section XXIX, at the actual rate or no more than State Maximum Allowance (S.M.A.), if applicable, whichever is lower, unless otherwise negotiated, and the total compensation shall not exceed the maximum payable set forth in Section III of this Agreement.

G. If Medi-Cal applies, County shall make payments to Contractor for services claimed by Contractor prior to billing for Federal Financial Participation (FFP) reimbursement. In the event any claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of denied/rejected claims by Medi-Cal and Medicare. Contractor disallowances are the Contractor's fiscal and program responsibility, per Section L below.

H. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

I. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

J. Claims submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

Late claims submitted with a written request within a reasonable timeframe before the one hundred eighty (180) day regulation cut off, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

K. If applicable, County shall make a diligent effort to process and submit billings to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph **C**, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.

L. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

M. Should the County, State and/or Federal government, and their authorized representatives, determine that Contractor's actual expenses for goods and/or services provided under this Agreement are more than the payments to Contractor by County, County shall reimburse the Contractor for additional amounts not to exceed the maximum compensation as set forth in **Section III** of this Agreement provided that SMA is not exceeded, and that the County has received reimbursement from the State and/or Federal government.

N. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

O. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

P. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

EXHIBIT C- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

A. The County is authorized by California Government Code Section 23004 to make contracts as necessary for the exercise of its powers. The County is also authorized by California Government Code Section 31000 to contract with persons specially trained, experienced, expert, and competent to perform special services such as mental health services.

B. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

C. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Mental Health and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement, and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Contractor shall maintain adequate financial documentation relating to all services

provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum period of five (5) years after final payment is made pursuant to this Agreement or until all audits and any pending matters are completed and resolved, whichever is later.

B. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit F. Such records shall also comply with all applicable Federal, State, and County record retention requirements.

C. All patient records shall be kept for a minimum of fifteen (15) years from the date of discharge, and, in the case of the discharge of minor patients, until the patient's twenty-eighth (28th) birthday, whichever date is later.

D. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

IV. REPORTS

A. Contractor shall submit to County the following listed monthly and annual reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Below is a list of required monthly reports. Unless otherwise noted, these reports shall be completed in a format specified by the Director.

- Performance Outcome Measures
- NPI/License List
- Contract Budget

This includes the total contract budget as well as current month and year-to-date information on actual expenditures and revenues.

- Practitioner ID Request Form

A complete Practitioner ID Request Form, which is available on the Yolo County

website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel, which includes the NPI number.

Monthly reports are to be **submitted electronically via email to yoloADMH@yolocounty.org**, at time of claim, no later than **twenty (20) days** after completion of the month in which services have been rendered.

C. Below is a list of required **annual reports** for each fiscal year.

- **Annual Training Report**
This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.
Due date: **July 31**
- **Aggregated Staff and Volunteer Ethnicity Survey**
An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report
Due date: **November 30**
- **Equipment Report**
Due date: **July 31**
- **Certified Mental Health Cost Report**
Due date: no later than October 31, unless otherwise specified by the Director
- **Certified Audited Financial Reports**
Due date: within two hundred seventy (270) days following the due date of the **Certified Mental Health Cost Report**

All annual reports, with the exception of Certified Mental Health Cost Report, shall be sent to:

Yolo County ADMH
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Contract Unit

Certified Mental Health Cost Report shall be sent to:

Yolo County ADMH
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Cost Report

V. AUDITS

A. Contractor shall be subject to examination and audit by the County, State and/or the Federal government until the State Department of Health Care Services Health and Human Services Agency over the Mental Health Short Doyle/Medi-Cal Program has completed audits of said year, and the Final Report is issued, and any/all Appeals have been completed, and a final ruling by the Office of Administrative Hearings and Appeals has been issued on any applicable appeals, closing said Fiscal Year Audit under **Title 22, California Code of Regulations, section 51023**. Contractor agrees that County, State and/or Federal government has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County, State and/or Federal government with any and all relevant information requested.

Any failure or refusal by Contractor to permit access to records by County, State, the Comptroller

General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

Method of repayment is detailed in Exhibit B.

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and

co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to staff providing mental health services. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in **Exhibit C**, Terms and Conditions.

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (**\$5,000**) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by **July 31** each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

Method of repayment is detailed in **Exhibit B**.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205.

B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements of Exhibit E attached hereto.

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. TERMINATION FOR CAUSE/INSUFFICIENT FUNDS

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day (30) period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

E. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XII. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

B. The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR), Section 7285 et seq.).

XIV. ADMISSION POLICIES AND PATIENTS' RIGHTS

A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.

C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in

accordance with all applicable laws and regulations.

D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in **Section 5520 of the California Welfare and Institutions Code.**

XV. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County of Yolo, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of, or as a result of, litigation or administrative proceeding(s) alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or
2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverage and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – **\$1,000,000**/occurrence and **\$2,000,000**/aggregate.
 - b. **Automobile Liability** – **\$1,000,000**/occurrence (general) and **\$500,000**/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – **\$1,000,000**/occurrence and **\$2,000,000**/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - **\$1,000,000**/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability

coverage. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

B. Contractor shall include all subcontractors and members of its professional staff, including employees, contractors, and all other persons providing professional services, as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and members of professional staff shall be subject to all the requirements stated herein.

C. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the

coverage required by these specifications.

D. During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

XVII. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County Risk Manager in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

County: Alcohol, Drug and Mental Health Department
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Kim Suderman, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (XXX) XXX-XXXX
County: (530) 666-8294

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XXII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

XXIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the

legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXVI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the [California Public Records Act](#).

XXIX. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in [CCR Title 9](#) (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a [Certified Annual Mental Health Cost Report](#). Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than [October 31](#) unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than [forty-five \(45\)](#) days after the date of expiration or termination unless otherwise specified by the Director.

B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

Contractor shall provide the Certified Audited Financial Reports to the County as specified in **Exhibit C, Section V.**

C. This Cost Report is subject to examination and audit by County, State and/or Federal government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

D. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

E. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

F. Should the County, State and/or Federal government, and their authorized representatives, determine that Contractor's actual expenses for goods and/or services provided under this Agreement are more than the compensation paid to Contractor by County, County shall reimburse the Contractor.

G. Method of repayment, either due from the County to Contractor or vice versa, is detailed in **Exhibit B.**

H. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate, or no more than State Maximum Allowance (S.M.A.), if applicable, whichever is lower, unless otherwise negotiated, and the total compensation shall not exceed the maximum payable set forth **Section III** of this Agreement.

	A	B	C	D	E	F	G	H	I
1	EXHIBIT D-Contract Budget				Provider xxxxxx				
2	FY2010/2011				Scope of Service ###, xxxxxxxx				
3									
4									
5				# of budget month>	Annual Budget	Averaged Per Month	Actual for	Year-to-Date	Balance
6	EXPENDITURE				12.00		mmm/yyyy		
7	Treatment Cost								
8	Personnel								
9				Salaries		0.00			
10				Benefits		0.00			
11				Subtotal	0.00	0.00	0.00	0.00	0.00
12									
13	Operating								
14				Rent		0.00			
15				Facility Repair and Maintenance		0.00			
16				Utilities (Electricity, Water, Sewer)		0.00			
17				Communication (Phone, Pager)		0.00			
18				Equipment Acquisition		0.00			
19				Equipment Lease		0.00			
20				Equipment Repair & Maintenance		0.00			
21				Travel (Rate \$ ____/M)		0.00			
22				Insurance		0.00			
23				Licenses/Fees		0.00			
24				Office Supplies		0.00			
25				Publication/legal Notification		0.00			
26				Information Technology		0.00			
27				Medical Supplies		0.00			
28				Staff Training		0.00			
29				Client Food		0.00			
30				Client Transportation		0.00			
31				Client Incentives		0.00			
32						0.00			
33				Subtotal	0.00	0.00	0.00	0.00	0.00
34				Treatment Cost	0.00	0.00	0.00	0.00	0.00
35									
36	Non Treatment								
37	Administrative Cost					0.00			
38	(not to exceed 10% of Treatment Cost)				0.00	0.00	0.00	0.00	0.00
39									
40									
41	TOTAL EXPENDITURE				0.00	0.00	0.00	0.00	0.00
42									
43	REVENUES								
44				County Contract		0.00			
45				Fees Collected		0.00			
46						0.00			
47						0.00			
48						0.00			
49						0.00			
50	TOTAL REVENUE				0.00	0.00	0.00	0.00	0.00
51									
52	Personnel Details						Actual FTE	Actual Sal & Ben	Balance
53							for		
54					Budget	Budget	Sal & Ben	Sal & Ben	Sal & Ben
55				Position Title	Budget FTE	Sal & Ben	mmm/yyyy	mmm/yyyy	Sal & Ben
56									0.00
57									0.00
58									0.00
59									0.00
60									0.00
61									0.00
62	Total				0.00	0.00	0.00	0.00	0.00

	A	B	C	D	E	F
1	Provider xxxxxx				EXHIBIT D - Contract Budget	
2	Scope of Service ####, xxxxxxxx				FY 2011/2012	
3					Budget	Averaged
4				# of budget month>		Mthly Budget
5	EXPENDITURE					
6	Treatment Cost					
7	Personnel					
8				Salaries		#DIV/0!
9				Benefits		#DIV/0!
10	Subtotal Personnel				0	#DIV/0!
11	Operating					
12				Rent		#DIV/0!
13				Facility Repair and Maintenance		#DIV/0!
14				Utilities (Electricity, Water, Sewer)		#DIV/0!
15				Communication (Phone, Pager)		#DIV/0!
16				Equipment Acquisition		#DIV/0!
17				Equipment Lease		#DIV/0!
18				Equipment Repair & Maintenance		#DIV/0!
19				Travel (Rate \$ ____/M)		#DIV/0!
20				Insurance		#DIV/0!
21				Licenses/Fees		#DIV/0!
22				Office Supplies		#DIV/0!
23				Publication/legal Notification		#DIV/0!
24				Information Technology		#DIV/0!
25				Medical Supplies		#DIV/0!
26				Staff Training		#DIV/0!
27						#DIV/0!
28						#DIV/0!
29						#DIV/0!
30						#DIV/0!
31						#DIV/0!
32	Subtotal Operating				0	#DIV/0!
33	Direct to Clients					
34				Client Food		#DIV/0!
35				Client Transportation		#DIV/0!
36				Client Incentives		#DIV/0!
37						#DIV/0!
38						#DIV/0!
39						#DIV/0!
40	Subtotal Direct to Clients				0	#DIV/0!
41	Total Treatment Cost				0	#DIV/0!
42	Non Treatment Cost					
43				Administrative Cost (<=15% of Treatment Cost)		#DIV/0!
44						#DIV/0!
45						#DIV/0!
46						#DIV/0!
47	Total Non Treatment Cost				0	#DIV/0!
48	TOTAL EXPENDITURE				0	#DIV/0!
49	REVENUES					
50				County Contract		#DIV/0!
51				Fees Collected		#DIV/0!
52						#DIV/0!
53						#DIV/0!
54						#DIV/0!
55	TOTAL REVENUE				0	#DIV/0!
56						
57	Personnel Details					
58					Budget	
59	Position Title			Budget FTE	Sal & Ben	
60						
61						
62						
63						
64						
65						
66	Total				0.00	0

EXHIBIT E - HIPAA COMPLIANCE

The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

The entire HIPAA Compliance is available to the Contractor at website <http://www.yolocounty.org/Index.aspx?page=1866>.

EXHIBIT F

MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Yolo County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

Agreement Between County of Yolo and _____ FY 11-12

Exhibit F-1

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with **Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F**, “Beneficiary Problem Resolution Processes,” and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor’s beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor’s rendering of services pursuant to this Agreement may also be investigated by the County’s or Contractor’s Patients Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <http://www.yolocounty.org/Index.aspx?page=1866>.

1. State DMH Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
2. EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number 01-07.
3. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health **(DMH) Letter number 01-07**.
4. County Mental Health Plan Provider Directory.

E. Contractor shall post the County’s notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor’s staff. Contractor shall make County’s beneficiary problem resolution process forms and self addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County’s beneficiary problem resolution processes, or Contractor’s comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor’s processes prior to using the County’s beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary’s name
2. Grievant or Appellant’s Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or

appellant, if different

Contractor shall forward the above information regarding any grievance to the County as it occurs.

H. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

IV. MEDICAL NECESSITY CRITERIA

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied.

QUALITY MANAGEMENT STANDARDS

V. ASSESSMENT

County requires an Assessment and History form that together meets the current DMH requirements. The following areas are described by DMH as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
 - B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
 - C. Documentation describes client strengths in achieving Client Plan goals.
 - D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
 - E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
 - F. Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities are clearly documented.
 - G. A mental health history is documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
 - H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
 - I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - J. A relevant mental status examination is documented.
 - K. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, is documented consistent with the presenting problems, history, mental
- Agreement Between County of Yolo and _____ FY 11-12

Comment [Y7]:

Outpatient Contracts: §1830.205
Inpatient Contracts: §1820.205.

status evaluation and/or other assessment data.

VI. CLIENT PLANS

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
 - 1. The person providing the service(s), or
 - 2. A person representing a team or program providing services, or
 - 3. A person representing the MH Plan providing services.
 - 4. The client, except when client refuses or is unavailable.
- E. The Client Plan must be signed or co-signed by one of the following approved staff categories:
 - 1. Licensed Physician
 - 2. Licensed/Waivered Psychologist
 - 3. Licensed/Waivered Clinical Social Worker
 - 4. Licensed/Waivered Marriage, Family and Child Counselor
 - 5. Registered Nurse
 - 6. Other staff approved by Director
- F. Individual or group providers are required to be licensed.
- G. In addition,
 - 1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
 - 2. Client Plans are consistent with the diagnoses.
 - 3. The focus of intervention is consistent with the Client Plan goals.
 - 4. An individualized Client Plan is required for each client.
 - 5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
 - 6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
 - 7. The client will receive a copy of the plan upon request.

Frequency/Timeliness of Client Plan:

- 1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
- 2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
- 3. Client Plans for consumers who receive only Medication Services are to be updated annually.
- 4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
- 5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
- 6. End date is 6 months to the calendar day (i.e., if 1/12/98 is the start date then 7/11/98 is the end date). The subsequent plan must be signed and dated by 7/11/98 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. (See: Client Plan #5)
- I. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

Frequency of Progress Notes:

- A. Every service contact:
 1. Mental Health Services
 2. Collateral Services
 3. EPSDT Services
 4. Medication Support Services
 5. Crisis Intervention
 6. Case Management/Brokerage
- B. Each shift:
 1. Crisis Residential
 2. Crisis Stabilization
- C. Daily and weekly summary:
 1. Day Treatment Intensive
- D. Weekly summary:
 1. Day Rehabilitation
 2. Adult Residential
- E. Other:
 1. For Psychiatric Health Facility notes are due each shift

Timeliness of Progress Notes:

- A. Progress Notes shall be written or dictated within 2 working days of the services

provided. Turn around time allowed for typing is 3 working days. The clinician is allotted 2 working days to review, correct, and sign note. Once typed or written, it must be filed within 7 working days. Total turn around time shall not exceed 14 working days.

B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.

C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.