County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03597-26
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7735
SUBOBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:
   Seneca Family of Agencies
   CONTRACTOR'S NAME

2. The Term of this Contract is:
   July 1, 2025 to June 30, 2026

3. The maximum amount of this Contract is:
   $1,527,606

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

   Exhibit A – Scope of Work

   Exhibit B – Budget Detail and Payment Provision

   Exhibit C – General Terms and Conditions

   Exhibit D – Special Terms and Conditions

This Contract is made on May 19, 2025.

CONTRACTOR	COUNTY OF SOLANO
Seneca Family of Agencies CONTRACTOR'S NAME Leticia Galyean SIGNATURE Leticia Galyean, Chief Executive Officer PRINTED NAME AND TITLE 2275 Arlington Drive ADDRESS San Leandro CA 94578 CITY STATE ZIP CODE	Bill Emlen 07/01/2025 04:04 PM EDT Bill Emlen County Administrator TITLE 275 Beck Avenue, MS 5-200 ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE Approved as to Content: Emery Cowan 06/23/2025 02:53 PM EDT Emery Cowan, Director Health & Social Services Department Approved as to Form: Kelly Welsh 06/23/2025 04:15 PM EDT COUNTY COUNSEL, DEPUTY

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM DESCRIPTION

Contractor will provide Transition Age Youth (TAY) Full-Service Partnership (FSP) services for the County. The program is designed to serve youth, ages 12-25 (up to the consumer's 25th birthday), who have been diagnosed with a severe mental illness and would benefit from an intensive service program. Services will consist of a multi-disciplinary team of mental health clinicians, mental health support counselors, psychiatrists, and peer/family partner.

In addition to serving TAY, Contractor will provide FSP level services for the Commercially Sexually Exploited Children/Youth (CSEC) specialty population, ages 10-25 years old in Solano County. These services will include a CSEC Peer Specialist on the multi-disciplinary team. This program is provided in conjunction with sub-contractor First Place for Youth who provides a transitional housing program for youth which includes educational and vocational support.

FSP services are outlined in the Solano County Mental Health Services Act (MHSA) Plan/Annual Update. FSP services also align with fidelity to Wraparound and/or the Transitions to Independence Process (TIP) model for Transitional Age youth (TAY) as found on the California Evidence-Based Clearinghouse for Child Welfare.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

A. Contractor will provide FSP intensive services to 50-60 unduplicated youth per fiscal year (FY).

B. In collaboration with the County ensure that all FSPs meet the eligibility criteria as outlined in California Welfare and Institutions Code sections 5600 (a), (b) and (c). and California Code of Regulations, title 9, section 3621.05.

C. Program referrals will be determined in collaboration with the Transitions in Care (TIC) Committee held weekly in collaboration with the County and other mental health service providers.

1. Contractor designee will attend the Youth-Transitions in Care (Y-TIC) weekly meeting, and the Adult TIC meeting as requested when a TAY consumer is being presented in order to review potential referrals for FSP level services.
2. Contractor will be prepared to report capacity of the program during the TIC meeting.
3. Contractor will accept appropriate referrals during the TIC meeting and assign the case within (3) business days of the meeting.
4. Contractor will work collaboratively with the referring party to secure the necessary chart documentation including the intake assessment, most current assessment, current treatment plan, service authorization, etc. as determined by County Quality Improvement (QI).

D. For referrals involving CSEC youth, referrals do not have to be presented through the TIC meetings. Referrals may come directly from Solano County Child Welfare Services, local law enforcement, Solano Probation, County TAY homeless

outreach clinician, or providers from the County Mental Health Plan (MHP) to include other contractors under the MHP.

E. For consumers who are already open to the MHP ensure that upon receiving written referral, contact consumer within 2 business days. In the event that this timeline cannot be met, the Contractor will notify the appointed County designee within two (2) working days.

F. Services are provided Monday – Friday 8:30am to 5pm, in addition to a support line service offered to all consumers for after hours and weekend support 24/7, 365 days of the year.

G. Outreach and engagement with CSEC youth which may include engagement prior to determining mental health diagnosis and may include partnering with local law enforcement, Solano County Child Welfare Services, Solano County Probation, or other partners to locate and engage youth at risk for CSEC.

1. Contractor will make an effort to employ a CSEC Peer Specialist who will be a key team member responsible to outreach and engage youth identified as CSEC or risk of CSEC, as well as inform practices to enhance service delivery.

H. Continue to implement the Transition to Independence Process (TIP) evidence-based model as required for all youth FSP programs.

1. Ensure that Contractor staff trained as site-based TIP trainers engage in activities to maintain their certification as trainers.
2. Site-based trainers will train internal staff and may partner with the County site-based trainers to facilitate trainings in the TIP model.

I. Provide or ensure linkage to medical care, substance abuse treatment, vocational rehab, educational support (as appropriate), and housing supports.

1. Program staff will refer consumers ages 16-25 to their partner agency who provides independent living skills.

J. When referring foster youth for psychiatry services, Contractor will follow the Psychiatric Medication Child and Family Team Meeting Protocol and comply with all requirements outlined in the protocol.

K. Contractor will work collaboratively with transitional housing sub-contractor to ensure that there is access to housing for those consumers who are determined to be eligible for the housing program.

1. Contractor will secure 5 beds through the sub-contractor which will also include light case management related to housing support and vocational skills.

L. Contractor will provide peer support, daily living skills, budget management skills, problem solving skills, conflict resolution skills, symptom management skills, medication management skills, physical health care support as related to mental health condition, transportation education and support; and education and employment opportunities.

M. Contractor will provide intensive treatment and case management services and the frequency of service shall be consistent with the County's current FSP service requirements. Any changes regarding frequency delivery shall be agreed upon with the County Contract Manager.

N. Contractor will leverage and utilize the following evidenced-based treatment models as appropriate pending each consumer's individual need, Cognitive Behavioral Therapy (CBT), Trauma-Focused CBT, Motivational Interviewing, and Transition to Independence Process (TIP).

Contractor will utilize the following assessment or screening tools:

1. Seneca Family of Agencies Clinical Assessment
2. Casey Family Programs – Casey Life Skills Assessment

3. West Coast Children's Center CSE-IT Tool (for those who identify as at-risk or active CSEC consumers)
4. CANS-CSEC module on Perception of Dangerousness and Knowledge of Exploitation Items and the Runaway module on Frequency of Running and Safety of Destination Items.

O. Contractor will enter pre-enrollment and post-enrollment participant information into the State of California Data Collection Report (DCR), including:
1. Initial "Partnership Assessment Form" to be completed at the admission to the FSP program.
2. "Quarterly Assessment Form" to be completed on a quarterly basis correlating with the consumer's admission date to an FSP.
3. "Key Event Tracking Form" to be completed whenever there is a significant event that requires reporting. The KET is also used to discharge consumers from FSP.

P. The average length of services will be between 18-24 months. Any consumers who require an extended length of service (beyond 24 months) will be reviewed by the Contract Manager or designee.

Q. Develop Safety Plans for each FSP consumer within 2 weeks of admission and update at least annually using the form or process determined in collaboration with the County.

R. Coordinate and facilitate Team Meetings at least monthly in order to collaborate between providers, monitor progress toward goals and discuss any barriers to progress.

S. Use the FSP Action Plan to support and monitor progress for all consumers in 5 key Life Domains: Living Situation, Income/Employment, Education, Personal Well-Being (reduction in mental health symptoms) and Community Support Network. FSP Action Plans will include concrete goals and a plan for step-down to a lower level of service.

T. Contractor will be the lead for the TAY Collaborative which will include:
1. Planning, scheduling and co-facilitating (with County) a quarterly TAY Collaborative meetings;
2. Maintain the list of TAY Collaborative key partners and stakeholders to include behavioral health and health providers, local school districts, Solano County Office of Education, Workforce Development Board, etc.;
3. Ensure that at least two youth ages 15-25 participate in the large meeting to represent the youth voice.

2. GENERAL ACTIVITIES

While providing the specific activities, Contractor agrees to:

A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.

B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Behavioral Health Plan (BHP) level of care system.

C. Make coordination of service care and discharge planning an integral part of service delivery which includes providing education and support to health plan members/family members as well as consulting with community partners including but not limited to: other behavioral health service providers, , primary care and physical care providers, schools (if appropriate), managed care plans for mild/moderate services, regional centers, etc,

D. Maintain documentation/charting according to industry standards and strengths-based best practices. For all health plan members entered into the Solano County BHP electronic health record, Contractor shall adhere to documentation standards set forth by the BHP in accordance with Solano Behavioral Health trainings, practices and documentation manuals.

E. Ensure that direct clinical services are provided by licensed, registered or waivered clinicians or trained interns, counselors, case managers, or peer specialists.

1. Assessment activities and clinical treatment services (i.e., 1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
2. "Other Qualified Providers", such as mental health specialist level staff or Certified Peer Specialists, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development. Only Certified Peer Specialists may bill peer support services.
3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.

F. Supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.

G. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measures and tools will remain in effect until County officially notifies Contractor of a change in practice. Contractor will work with County BHP Quality Assurance (QA) when implementing additional measures. County required measures include, but are not limited to:

1. Adult Reaching Recovery, Recovery Needs Level (RNL) – Health plan members ages 21+.
2. Child and Adolescent Needs and Strengths (CANS) – Health plan members ages 0-20.
3. Pediatric Symptom Checklist (PSC-35) – Caregiver of health plan members 3-18.
4. Additional or replacement measures as allowed and determined by the County BHP.

H. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how mental health plan members can access 24/7 services (e.g. crisis stabilization unit phone number, suicide prevention hotlines/text lines, and/or for full service partnership (FSP) program consumers the after-hours FSP warmline) when medically necessary.

I. All media related to programs or services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo and the Solano County Behavioral Health logo; any programs also funded by the Mental Health Services Act as the sponsors must also include the MHSA logo.

J. Representatives from the Contractor organization must make efforts to attend the monthly local Behavioral Health Advisory Board (BHAB) meeting, MHSA or Provider Network meetings, Quality Improvement Committee, and the annual MHSA Community Planning Process and other relevant meetings or trainings.

3. PERFORMANCE MEASURES

Contractor agrees that services provided will achieve:

Program Model metrics	1. Contractor shall serve an average total of 50-60 unduplicated consumers in the fiscal year (FY). 2. At least 65% of services are provided in the community 3. 75% of clients will have a minimum of 3 FSP team face to face contacts in week. 4. Maintain a staffing average ratio of 1:12 staff to clients 5. Deliver services at a minimum of three (3) times per week with an average of 2-3 hours of face to face contact per client per week 6. Adherence to the TIP and/or Wraparound model fidelity
General Measures	1. Family involvement: 80% of children/youth are engaging caregivers/natural supports in their treatment 2. Psychiatric hospitalizations: No more than 25% of program participants will be admitted to the hospital for psychiatric treatment. 3. Legal Involvement: No more than 25% of program participants will have interactions with the legal system that result incarcerations. 4. Homelessness: No more than 25% of program participants will experience an episode of homelessness. 5. Step Downs: 15% of program participants will graduate from the program during each FY, with program participants stepping down to a lower level of service need. 6. Education: At least 15% of individuals served annually will attain, maintain or increase their amount of school attendance and goals, as applicable
Timeliness and Engagement	1. 80% of time Provider schedules an appointment within 7 business days from referral for non-urgent referrals 2. 80% of time Provider schedules an appointment within 2 business days from referral for urgent referrals 3. 80% of clients referred to provider by County or requesting services attend their first appointment. 4. 80% of projected services or contacts will be achieved
Reducing Readmissions (HEDIS) *as applicable	1. 80% of clients discharged from psychiatric emergency services, CSU, or inpatient hospitalization will be met for a follow up appointment within 7 days of discharge 2. 80% of clients will experience a reduction of the number of episodes of hospitalization, and the number of inpatient days, as measured from the prior year of non-enrollment. 3. No more than 20% of individuals who have been discharged will be readmitted to the same or higher level of care within thirty (30) days.

4. REPORTING REQUIREMENTS

Contractor will provide:

A. Contractor shall submit weekly capacity data identifying caseload sizes and openings for new clients (due every Monday).

B. Contractor shall submit a required Monthly data outcomes and demographic report per a County provided tool by the 15th of each month for the month prior.

a. this tool shall identify the system or internal processes used to track demographic data and performance measures (electronic health record, database, logs, paper forms, etc.);
b. the responsible party designated to collect and report data to the County and a designated back-up person; data analysis practices; where backup documentation is stored; etc.
c. all identified performance measures in section above, 3. PERFORMANCE MEASURES
d. and a narrative portion with a summary of interventions, successes, challenges.

C. Contractor will submit monthly documentation, data, statistics into the Electronic Health Record and other platform (as applicable)

D. Per MHSA regulations, the Contractor will collect, compile and submit monthly agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:

1. Submit the monthly service delivery data using the tool agreed upon with the County Contract Manager. Data required may include but is not limited to:
   a. Number of unduplicated individuals served;
   b. Number of services provided per specific program activities;
   c. Unduplicated count of health plan members served in each program activity.
   d. Number of new individual placements or admissions per month (Housing/Sub-Acute contracts only).
   e. Number of individuals discharged to higher or lower levels of care per month (Housing/Sub-Acute contracts only).
2. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
   a. Age group;
   b. Race;
   c. Ethnicity;
   d. Primary Languages;
   e. Sexual orientation;
   f. Gender assigned sex at birth;
   g. Current gender identity;
   h. Disability status;

C. Contractor will prepare an annual narrative of program activities, submitted by July 15th of each contract year. The following information should be included:

1. Overall program outcome tools used to capture impact of services for consumers or participants served.
2. Overall program milestones/successes and challenges/barriers.
3. Program efforts to address cultural and linguistic needs of service recipients.
4. A program success stories and areas of focus for the next fiscal year.

5. CONTRACT MONITORING MEETINGS

Contractor shall ensure at least one member of the Clinical Leadership team is available to meet with the County Contract Manager and Clinical Lead for regular check-in technical assistance meetings as needed, frequency may be monthly or quarterly Additionally, Contractor shall ensure that staff providing program oversight and management attend the performance review meetings as scheduled by the County to review the scope of work (SOW) and performance measures per submitted reporting tool; discussions will include fiscal impact and clinical progress as appropriate per contract.

6. PATIENT RIGHTS

A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to health plan members, and facility personnel to monitor Contractor's compliance with said statutes and regulation.

B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:

1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
2. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider or staff persons.

7. CULTURAL & LINGUISTIC REQUIREMENTS

Contractor shall ensure the delivery of culturally and linguistically appropriate services to health plan members by adhering to the following:

A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Behavioral Health Plan (BHP) *AAA203 Ensuring and Providing Multi-Cultural and Multi-Lingual Mental Health Services* Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.

B. Agencies which provide mental health services to Medi-Cal health plan members under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County BHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at a minimum:

1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care as described here: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53

2. Contractor will develop and maintain a Cultural Competence/Diversity Equity Plan to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
    a. The agency Cultural Competence/Diversity Equity Plan shall be reviewed and updated at least annually, and a copy submitted to County BHP Ethnic Services Manager by September 30th of each Fiscal Year (FY). The Plan update shall include progress made on the previous goals and newly developed goals for the next year.
    b. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting the CLAS Standards.

3. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce.

4. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment, and referral services.

C. Contractor will ensure agency representation at the County BHP Diversity and Equity Committee held every other month in order stay apprised of—and inform—strategies and initiatives related to equity and social justice, which in turn informed the goals included in the overall County BHP Diversity and Equity Plan and Annual Updates.

1. Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the *Diversity and Equity Committee Participation Agreement* form found on our website.

2. Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the BHP Diversity and Equity Plan.

3. Identify a back-up person to attend committee meetings in the absence of the designated person.

D. Provision of Linguistically appropriate services:

1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.

2. Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.

3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.

4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency and track data of use by language and by staff to ensure access and support continuous training.

5. Contractor will provide informational materials as required by Section 9.D below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.

6. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for health plan members and/or family members.

E. Cultural Humility Training:

1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, reception staff, and leadership complete at least one training in humility and/or social justice per year.

a. On a monthly basis, Contractor shall provide County QA with an updated list of all staff and indicate the most recent date of completing Solano BHP approved cultural humility and/or social justice training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving cultural humility training, should also be provided to County QA at that time.

F. Contractor will Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

9. QUALITY ASSURANCE ACTIVITIES

A. Regulation changes that occur during the life of this agreement:

1. If/When Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QA Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.

B. Medi-Cal Certification:

1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent County Behavioral Health Division policy.
2. Contractor shall inform County of any changes in Contractor status~~,~~ including, but not limited to, changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, or Clinical Head of Service.
3. Contractor will communicate any such changes within 60 days to County QA, utilizing the most up-to-date version of the *Solano County Mental Health Plan Medi-Cal Certification Update Form*.

C. Access and Timeliness:

1. Contractor must have hours of operation during which services are provided to Medi-Cal health plan member that are no less than the hours of operation during which the provider offers services to non-Medi-Cal health plan members. If Contractor only serves Medi-Cal health plan member, Contractor must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the contract or another Behavioral Health Plan.
2. Contractor must meet the state standards for timely access to care and services, taking into account the urgency of need for services. If there is a failure to comply with timely access requirements, corrective action can and will take place.
    a. Contractor will ensure that upon receiving written referral or request for service, Contractor will contact health plan member within 1-2 business days.
    For urgent service requests, Contractor will offer an assessment appointment that is 48 hours from date of service request.
    b. For routine service requests, Contractor will offer an assessment appointment within DHCS timeliness requirements, which include:
        a. Routine Requests: 10 business days from the date service was requested from Solano BHP.

b. Urgent Care Requests for Services that do not require prior authorization: Must be provided within 48 hours from date of service request.
    i. Crisis intervention
    ii. Crisis stabilization
    iii. Mental Health Services
    iv. Targeted Case Management
    v. Intensive Care Coordination
    vi. Medication Support Services
c. Emergent Care Needs:
    i. Crisis intervention
    ii. Crisis Stabilization
d. Urgent Care Requests for Services that require prior authorization: Must be provided within 96 hours from date of service request.
    i. Intensive Home-Based Services
    ii. Day Treatment Intensive
    iii. Day Rehabilitation
    iv. Therapeutic Behavioral Services
    v. Therapeutic Foster Care
e. If Contractor provides psychiatric medication services, Psychiatry appointments (for both adult and children/youth) must be offered to Medi-Cal health plan members within 15 business days from the date the health plan member, or provider acting on behalf of the health plan member, makes a referral for a medically necessary services.
f. For plan members with an existing episode of care, Contractor will provide:
    i. an appointment for a new, routine, non-psychiatric mental health service within 10 business days of request.
    ii. an appointment for a new, routine, psychiatric mental health service within 15 business days of request.
    iii. an appointment for a new, urgent, non-psychiatric mental health service within 48 hours of request.
    iv. an appointment for a new, urgent, psychiatric mental health service within 48 hours of request.
g. Access Timeliness data must be recorded, tracked and submitted to the County QA Unit monthly or when requested by County. In the event that this timeline cannot be met:
    i. **Notification:** Contractor will notify the appointed County Contract Manager or the County designee within one business day for Urgent referrals and within two business days for Routine referrals.
    ii. **NOABD:** For health plan members with Medi-Cal insurance who are not offered an assessment appointment within timeliness requirements listed above, a Notice of Adverse Benefit Determination (NOABD) will be completed and sent to the health plan member and County Quality Assurance in accordance with Solano BHP guidelines.

d. The County will monitor timeliness for every Medi-Cal Behavioral Health program on a monthly basis, per County Behavioral Health Division policy *AAA227 – Timely Access Tracking and Monitoring*. Programs not meeting the standards 80% of the time for 4 consecutive months will be placed on a Corrective Action Plan (CAP).

iv. If Contractor acts as a "point of access" for Solano BHP, the Contractor will utilize the County's electronic health record "Access Screening and Referral" form to screen all new health plan members requesting services directly from the Contractor.

v. Contractor will provide staff to work with County Quality Assurance to make multiple (no less than four) test calls for the County business and after-hours Access telephone line, during one month per FY.

vi. Contractor will monitor internally the Contractor's timeliness in terms of responding to requests for service, as indicated above in the "Access" section of this contract. Contractor will review timeliness with County Contract Manager~~,~~ or designee on a regular basis. Failure to demonstrate consistent adherence to these timeliness standards may result in an official Plan of Correction being issued to the Contractor.

vii. Once Contractor initiates the Assessment process with the client (Assessment Start Date), Contractor shall complete and finalize the Assessment for that client as evidenced by provider signature, credential, date of service and date assessment was entered into the medical record, within 30 calendar days of the Assessment Start Date.

c. Per CalAIM Documentation Redesign parameters and DHCS *Behavioral Health Information Notice (BHIN) 22-011 No Wrong Door for Mental Health Services Policy*, Contractor shall have the flexibility provide clinically appropriate SMHS. Such services are covered and reimbursable during the assessment process prior to determination of a diagnosis or a determination that the Member meets access criteria for SMHS.

3. Contractor shall abide by CalAIM Medical Necessity/Access to services requirements that are listed in the DHCS-BHP Contract, DHCS BHIN *21-073 Criteria for Health Plan Member Access To Specialty Mental Health Services (SMHS), Medical Necessity and Other Coverage Requirements*, as well as any additional clarification of those parameters provided by the County via QIA Information Notice and/or formal training.

D. CalAIM Documentation Redesign:

1. Contractor shall abide by and agrees to amend current paper and/or electronic medical record documentation to the standards put forth by DHCS and the County regarding CalAIM Documentation Redesign, in conjunction with BHIN 23-068 *Updates to Documentation Requirements for all Specialty Mental Health (SMH), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) Services*, County will provide contractor with updated requirements as they are made available via DHCS BHINs, County QIA Information Notices, policy updates and/or training documentation.

E. CalAIM No Wrong Door requirements:

1. Per DHCS BHIN *22-011 No Wrong Door for Mental Health Services Policy*, regardless of the system of care or the point of access, whether MCP or BHP, the health plan member is entitled to receive initial care, prior to being referred to the

appropriate system of care. This includes assessment and treatment services. If a health plan member receives an assessment from a MCP program, the BHP shall honor that assessment and shall not facilitate another complete assessment.

F. CalAIM Screening and Transition in Care Tools:
   1. Per DHCS BHIN *22-065 Adult and Youth Screening and Transition of Care Tools for Medi-Cal Mental Health Services*, all BHPs must utilize the universal Adult and Youth Screening tools to determine appropriate system of care at the point of access. Generally, this will occur at the County level to determine if a health plan member should be served in the Mild-to-Moderate Managed Care Plan (MCP) system of care or the Moderate-to-Severe Behavioral Health Plan (BHP) system of care.
   2. If a health plan member has been served by a BHP program and there is evidence that an alternate system of care would be more appropriate, the program should use the universal Transition of Care tool to determine if the health plan member is appropriate to step down to the MCP system of care.

G. Service Authorization
   1. Per County Behavioral Health Division policy *AAA219 – Authorization Standards for Outpatient Services*, as well as BHIN *22-016 Authorization of Outpatient Specialty Mental Health Services (SMHS)*, Contractor will request prior authorization from the County for the following services:
      a. Intensive Home-Based Services
      b. Day Treatment Intensive
      c. Day Rehabilitation
      d. Therapeutic Behavioral Services (TBS)
      e. Therapeutic Foster Care (TFC)
   ~~2.~~ Also, per County Behavioral Health Division policy *AAA219 – Authorization Standards for Outpatient Services* and DHCS BHIN *22-016*, MHPs shall not require prior authorization for the following services/service activities:
      a. Crisis Intervention
      b. Crisis Stabilization
      c. MH Services
      d. Targeted Case Management (TCM)
      e. Intensive Care Coordination (ICC)
      f. Medication Support Services

H. Informing Materials
   1. Informing materials include, but are not limited to, the most updated version of the Solano County Behavioral Health Member Handbook, Provider Directory, Notice of Privacy Practices, Problem Resolution forms, etc. Please contact Solano County QA for full list.
   2. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days in a minimum 12-point font.
   3. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish as well as the language of Tagalog, and in alternative formats (audio and large font).
   4. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
      a. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County BHP Quality Assurance, must be attached to all written materials provided to those requesting services.

b. A hard-copy page of taglines must also be available in large print (font no smaller than 18-point) for those with visual impairments.

I. Notice of Adverse Benefit Determination

1. Contractor shall provide an individual with a Notice of Adverse Benefit Determination (NOABD), per County BHP's policy *AAA201 Notices of Adverse Benefits Determination Requirements* under the following circumstances:
    a. The failure to provide services in a timely manner (within 10 business days from point of access to initial assessment);
    b. The denial, limited authorization, or modification of a requested service, including determinations based on the type or level of service, based on the type or level of service requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
    c. Termination due to lack of medical necessity or due to Member non-engagement;
    d. The denial of a health plan member's request to dispute financial liability, including cost sharing and other health plan member financial liabilities.

J. Contractor shall maintain medical records in such a manner that all required documentation for every health plan member is stored in a secure medical record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health QA documentation trainings and manual.

1. Only one assessment is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, if applicable, Contractor will utilize the already completed documentation to establish medical necessity for treatment or complete a brief update to any area in need of supplemental information.
2. Required documentation includes, but is not limited to, the following:
    a. Informing Materials
    b. Clinical Behavioral Health Assessment
    c. Member Problem List
    d. Member Care Plan (for health plan members receiving TCM, ICC, IHBS, or Peer services)
    e. Member Treatment Plan (only for health plan members receiving STRTP or FSP services. The Treatment Plan may include the services requiring a Care Plan to meet the Care Plan requirement.)
    f. Service Authorization (when/if preauthorization is required)
    g. General Consent for Treatment
    h. Medication Consent (documented in medication provider's note)
    i. Authorizations to Release Medical Records
    j. Acknowledgement of Receipt of Notice of Privacy Practices
    k. Notices of Adverse Benefits Determination (if applicable, must be sent to Quality Assurance within 5 business days)

K. Quality Review of MH Assessments, Problem Lists and Plans:

1. Contractor shall coordinate with County QA, once the contractor has established medical necessity for a client's care, to provide information as requested regarding the completion of an Assessment, Problem List, and any Plans required by CalAIM and the County prior to providing planned services.

2. Contractor will respond to County QA request for clinically amended documentation and resubmit documentation within 5 business days of receiving County's request in order to complete the Clinical Quality Review process, as needed.

L. Problem Resolution

1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
    a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Member Problem Resolution - Grievances, ADM142 Member Problem Resolution Process – Appeals and Expedited Appeals, ADM132 Request to Change Service Provider, ~~and~~ AAA210 Member Right of a Second Opinion* and *ADM136 Mental Health Services Act (MHSA) Issue Resolution Process.*
2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
    a. Contractor shall post County notices and make available County forms and other materials informing health plan members of their right to file a grievance and appeal. Required materials include the following brochures: "Member Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Request to Change Service Provider", and the "MHSA Issue-Suggestion Form". Contractor shall aid health plan members in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
    b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a health plan member of the BHP to County Quality Assurance, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
    c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
    d. Contractor shall communicate and collaborate directly with the County Quality Assurance Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
    e. Contractor shall provide, at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the health plan member may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

M. Serious Incident Reports (SIRs):

1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM110 Serious Incident Reporting*, including but not limited to the following:

a. Contractor shall verbally notify County Quality Assurance immediately but no later than 4 hours after a serious incident.
b. Contractor shall submit the "Behavioral Health eSIR [Serious Incident Report]) electronically to County Quality Assurance within 24 hours of the incident or sooner via the County's Symplr Compliance website.
c. Contractor shall communicate directly with the County Quality Assurance designee to provide any additional information needed regarding the reported incident.
d. Contractor and County Behavioral Health Administration/ Quality Assurance shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting may be scheduled, in which the contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program quality improvement.
e. Data breaches or security incidents are required to be reported to both County Quality Assurance and County Health and Social Service Compliance Unit concurrently, immediately upon discovery and no later than 24 hours. This is accomplished by completing the "Privacy Breach/Security Incident Report" via Symplr.

N. Contractor Quality Improvement Process:
1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
   a. Internal Quality Assurance and Performance Improvement (QAPI) Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually, and a copy submitted to County Quality Assurance annually by July 30th for the current FY. Contractor will submit a revised plan if County determines the plan to be inadequate.
   b. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
   c. The contractor may be asked to provide a copy of the current QAPI Work Plan outlining the organization's approach to quality, the methodology used to address quality issues, assure fidelity to practice, and metrics not meeting goals.

O. Quality Improvement Committee:
1. Contractor will provide a representative to participate in County quarterly Quality Improvement Committee (QIC).
2. If Contractor's place of business is not located within Solano County boundaries, Contractor's representative may request to participate remotely via conference call and/or web-based interface.

3. Contractor will provide data related to objectives/goals outlined in the County Quality Assessment and Performance Improvement Plan in a timely fashion prior to quarterly QIC meeting as requested by the County designee.
4. Contractor may be asked to participate in Performance Improvement activities that include utilization review workgroups, fidelity evaluation, and outcome data training and analysis.

P. Annual County Review of Contractor Service Delivery Site and Chart Audit:
1. County will engage in a site and chart review once every 1-2 years, consistent with practices outlined in the most up-to-date version of the County Mental Health *Utilization Review Handbook* and County *Utilization Review Worksheets* ~~*Audit tools*~~ which are consistent with DHCS most recent *Reasons for Recoupment.*
2. Contractor will provide all requested medical records and, if the audit is to be conducted on site, Contractor will also provide an adequate, private space in which for County staff to conduct the site review and chart audit.
3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
    a. County annual review site/chart audits will focus primarily on Medi-Cal site certification requirements and medical records documentation fraud/waste/abuse (including, but not limited to, overlapping services, duplicated services, those without a progress note, services during which a provider was engaged in some other function, etc.).
4. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.

Q. Fraud, Waste and Abuse:
1. Contractor shall maintain policies and procedures designed to detect and prevent fraud, waste and abuse, and to promptly inform County Behavioral Health Administration and Quality Assurance when detected.
2. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the BHP in writing of the reason for the overpayment.
3. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding health plan members receiving services, and other data relating to all matters covered by this Contract.

R. Service Verification:
1. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor's revised policy any time policy is revised/updated.
2. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements.*

3. Contractor will provide evidence of following policy to Quality Assurance Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.

S. Staff Credentialing and Monitoring During Initial Hiring Process and Throughout Employment:
   1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
   2. Contractor will ensure that *policy CLI405 Staff Credentialing* is followed for all staff during the hiring process and throughout employment and is responsible to report out to Solano County any issues identified.
      a. If Contractor wants Solano County to complete monthly check requirements, Contractor must reach out to QA to confirm that appropriate paperwork is completed to put this in place and that requested monthly reports are provided.
   3. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County QA using Solano County's *Staff Master* form.
   4. If Contractor completes their own monthly employee sanction screenings, Contractor shall provide County BHP QA with a monthly updated list of Contractor staff by the date provided by BHP QA.
   5. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
   6. As outlined in policy *QI602 Notification of Employee or Provider Termination*:
      a. Contractor shall notify County QA by using Solano County's *Staff Separation* form when a staff provider is terminated.
      b. Contractor shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.
   7. Contractor shall work with County Provider Eligibility Coordinator to ensure that all licensed staff are accurately enrolled in the DHCS PAVE system and that appropriate staff are enrolled in PECOS when program bills Medicare.

T. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
   1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership*, including but not limited to the following:
      a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
      b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
      c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
      d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.

U. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training encompassing Federal HIPAA and state regulations regarding data privacy and security on an annual basis.
    1. On a monthly basis, Contractor shall provide County QA with an updated list of all staff and indicate the most recent date of completing Solano BHP approved compliance training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training, may be requested and should be provided to County QA at that time.

V. Performance Data:
    1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
    2. Contractor will provide County with data required by DHCS on a monthly basis, including but not limited to CANS, PSC-35, CSI Timeliness, Provider Directory, 274 Expansion data, etc.
    3. Contractor shall work with County to monitor and provide data to the County on a quarterly basis for any of the 5 mental health Quality Measures and Performance Improvement Requirements applicable to the Contractor's program that are listed in DHCS BHIN 24-004, including the FUM, FUH, AMM, APP, and/or SAA.

W. Utilization Management
    1. Contractor will work with the County Contract Manager to monitor the following Contractor efforts:
        a. Expected capacity to serve Medi-Cal Eligible health plan members
        b. Expected service utilization
        c. Number and types of providers needed in terms of training, experience and specialization
        d. Number of Contractor providers not accepting new clients
        e. Geographical location to health plan members in terms of distance, travel time, means of transportation typically used by health plan members, and physical access for disabled health plan members
        f. Contractor ability to communicate with limited English proficient health plan members in their preferred language
        g. Contractor's ability to ensure physical access, reasonable accommodations, culturally competent communications, accessible equipment for health plan members with physical or mental disabilities
        h. Available triage lines or screening systems
        i. Use of telemedicine or other technological solutions, if applicable
    2. Additional areas of monitoring include:
        a. Blocked billing due to missing Treatment Plans for applicable programs, missing authorization when required, or MH diagnosis that results in lost revenue.

X. Performance Outcome Measures
    1. Adult Service Providers:

a. Adult Programs will utilize Reaching Recovery Measures, or another set of measures approved by County Contract Manager, County Quality Assurance, and County Performance Improvement leads for adult clients ages 18 and older. Frequency of re-evaluation is determined by County Performance Improvement Team.
b. Adult services contractors will also be required to complete a Child Adolescent Needs & Strengths (CANS) measure with any young adults, ages 18.
c. Adult services contractors will also be required to request authorization from any 18-year-old client to complete Pediatric Symptom Checklist (PSC-35) with the client's identified parent/caregiver. PSC-35 shall only be initiated if client authorizes the caregiver to participate in the treatment process.

2. Child and Adolescent Services Providers:
   Child Adolescent Needs & Strengths (CANS) measures shall be used with all County health plan members 0-20 years old. Pediatric Symptom Checklist (PSC-35) shall be provided to the caregiver of any health plan members 3-18 years old.
3. Only one set of measures shall be completed at each required interval per health plan member. The Primary Service Coordinator administers the measures.
4. When acting as the Primary Service Coordinator, Contractor shall administer the CANS and PSC-35 measures at the required intervals of initial assessment, every 6-months thereafter, and at discharge from treatment.
5. Primary Service Coordinators and Treatment planning teams shall use Outcome measure data to determine treatment progress, areas of treatment focus, and level of care.
6. Contractor shall manually data enter and/or submit a data/document upload of CANS and PSC-35 data monthly by the deadline established by County MHP Quality Assurance.

Y. Network Adequacy Certification
1. Contractor must submit network adequacy data to the County at a frequency (either annually, quarterly or monthly), in a manner and format determined by the County, by or before deadlines officially communicated to the Contractor by County QA Unit.
2. Contractor will maintain and monitor a network of appropriate providers that is sufficient to provide adequate access to all services covered by this contract, per California DHCS BHIN 18-011 (dated February 13, 2018) - *Federal Network Adequacy Standards For Mental Health Plans (MHPs) And Drug Medi-Cal Organized Delivery System (DMC-ODS) Pilot Counties* and BHIN 24-020 *2024 Network Certification Requirements for County Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans.*

Z. Provider Directory
1. Contractor will ensure that County is provided updated information on a monthly basis so that the Health Plan's Provider Directory captures various elements about their providers including their license number and type, NPI, language(s), cultural capabilities, specialty, services, if the provider is accepting new health plan members, any group affiliations, and any staff additions or departures.

2. Contractor will also ensure that the Provider Directory captures basic information about the facility where the provider serves health plan members to include address, telephone number, email address, website URL, hours of operation, and whether the providers' facility is accessible to persons with disabilities.
3. Any changes to the Provider Directory must be reported to the County monthly per MHSUDS Info. Notice No. 18-020 (dated April 24, 2018) – *Federal Provider Directory Requirements for Mental Health Plans (MHPs)* and by deadlines established by the County.

AA. Physical Accessibility and Communication Requirements

1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal health plan members with physical or mental disabilities.
2. County Quality Assurance will provide Physical Accessibility ratings for Contractor's facilities/offices during Medi-Cal certification site visits. Contractor's facilities/offices will be rated as having "Basic" or "Limited" accessibility for seniors and persons with disabilities.
    a. "Basic" access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
    b. "Limited" accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in one or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
    c. If Contractor's facility/offices are given a "Limited" rating, a Plan of Correction will be issued.
3. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County via the County's BHP monthly Provider Directory update process.
4. Contractor must abide by requirements put forth in DHCS BHIN 24-007 *Effective Communication, Including Alternative Formats, for Individuals with Disabilities*. This notice indicates that Medi-Cal behavioral health delivery systems are required to take appropriate steps to ensure effective communication with individuals with disabilities and must provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills. This includes the provision of qualified interpreters, free of charge and in a timely manner, and information in alternative formats, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the behavioral health delivery system's programs, and activities.

BB. Language Line Utilization

1. If not using the County H&SS interpreter vendor, Contracted agencies/individuals must submit language line utilization data monthly detailing use of interpretation services for health plan members' face-to-face and telephonic encounters.
2. Language line utilization data submission should include (for each service encounter that required language line services):
    a. the reporting period;
    b. the total number of encounters requiring language line services;
    c. the language utilized during the encounter requiring language line services;

d. the reason services were not provided by a bilingual provider/staff or via face-to-face interpretation.

3. Language line utilization data must be submitted to and as requested by County BHP Quality Assurance, using the template provided by County BHP Quality Assurance and following the instructions contained on the reporting tool.

10. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding health plan members (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the health plan member's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

B. Contractor and staff will be responsible for only accessing health plan member data from the County's electronic health record or the Contractor's health records for health plan members for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access health plan member data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Assurance and HSS Department Compliance unit immediately or within 4 hours of discovery.

C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY RESPONSIBILITIES

County will:

A. Provide technical assistance in the form of phone consultations, site visits and in-person or virtual meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the SOW.
B. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system. (only if vendor will be entering services into Avatar)
C. Assign a Quality Assurance Liaison for programs under the BHP billing Medi-cal.
D. Review data outcomes and provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
E. Make available electronically all policies and procedures referenced herein and inform the Contractor as polices are reviewed and updated so that the Contractor is aware of changes.
F. For Contractors utilizing the County H&SS interpreter/translation vendor, County will provide training on how to access the interpreter services and translation services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with most current Department of Health Care Services (DHCS) Specialty Mental Health Services Medi-Cal Billing Manual and the following:

1. COMPENSATION

A. County shall compensate Contractor based on:
   (1) the actual clients authorized by the County and served by Contractor,
   (2) the actual number of service units Contractor provides each client, and
   (3) the rate(s) and services set forth in Exhibit B-1 attached to this Contract and incorporated by this reference. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes identified in Exhibit B-1 and in accordance with the DHCS' Specialty Mental Health Services Medi-Cal Billing Manual.

   If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

B. Contractor understands and agrees that the County will only make payments to the Contractor for Medi-Cal units of service as set forth in Exhibit B-1.

C. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third party payers. Determination of patient eligibility for Medicare and other third party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.

D. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.

E. In no event is County obligated to pay Contractor for any services provided that cannot be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans as identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse

County for all costs that County cannot bill due to the fault of the Contractor, within 30 days of notification of the Contractor by the County.

F. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.

G. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.

2. ACCOUNTING STANDARDS

A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.

B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least $1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is $0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

4. SUBMISSION OF INVOICES

A. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.

B. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services entered into Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor's own cost.

C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor while appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

6. FINANCIAL STATEMENTS, AUDITS AND FISCAL REPORTING:

A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

C. County may request cost information from contractors if cost reporting is required by state or federal law, or if the County determines that cost information is beneficial to advance the goals of the California Advancing and Innovating Medi-Cal (CalAIM) Act. If requested, Contractor will submit the financial report and any requested supporting documentation by a deadline set by the County. The financial report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

EXHIBIT B-1
Non-Medi-Cal Billable Budget

Solano County

Full-Service Partnership (FSP)

Fiscal Year 2025-2026

Seneca Family of Agencies

FIXED-COST BUDGET	
Contract Services	
• First Place for Youth	**$364,046**
Child and Family Related	
• Flex Funds	**$9,000**
Total	**$373,046**

EXHIBIT B-1
Medi-Cal Billing Rates

CPT and HCPCS

Exhibit B-1 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
PSYCHIATRIC ASSESSMENT (w/ medical eval) 60 mins **	90792	$1777.22
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$444.31
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 20-29 min Reimbursement Rate: 25 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$740.51
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 30-39 min Reimbursement Rate: 35 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$1036.71
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 40-54 min* Reimbursement Rate: 47 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$1392.16
AUDIOMED (Telephone-Audio Only) – 15 mins (Replaces 99441, 99442 and 99443 as of 1/1/25).	AUDIOMED	$444.31

Exhibit B-1 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Medication Education and Support 15 mins	H0034	$444.31
Medication Refill 15 mins	MEDREFILL	$444.31-
PSYCH EVAL OF EXT RECORDS: Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 60 Minutes (min 31 min to claim)**	90885	$1777.22
PSYCHOTHERAPY FOR CRISIS Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$1481.02
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$888.61
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$444.31
Auto Add-On Code for services identified with one asterisk (*) above. Do not include in service upload file or enter in Avatar (Codes will auto add-on for Prolonged Office visit on the back end) - (15-minute increments).	99415 (60 min) 99416 (Additional 30 min)	$1777.22 $888.61
Auto Extended Duration for services identified with two asterisks (**) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) (15-minute increments).	T2024	$444.31
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins)	96127	$1777.22
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$444.31
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$444.31

Exhibit B-1 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$444.31
INTENSIVE CARE COORDINATION (ICC) 15 mins	T1017ICC	$444.31
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$444.31

Exhibit B- 1 Nurse Practitioner Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
PSYCHIATRIC ASSESSMENT (w/ medical eval) 60 mins **	90792	$883.77
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$220.94
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 20-29 min Reimbursement Rate: 25 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$368.24
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 30-39 min Reimbursement Rate: 35 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$515.53

Exhibit B-1 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 40-54 min* Reimbursement Rate: 47 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$692.29
AUDIOMED (Telephone-Audio Only) – 15 mins (Replaces 99441, 99442 and 99443 as of 1/1/25).	AUDIOMED	$220.94
Medication Education and Support 15 mins	H0034	$220.94
Medication Refill 15 mins	MEDREFILL	$220.94
PSYCH EVAL OF EXT RECORDS: Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 60 Minutes (min 31 min to claim)**	90885	$883.77
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$662.83
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$441.89
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$220.94

Exhibit B-1 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Auto Add-On Code for services identified with one asterisk (*) above. Do not include in service upload file or enter in Avatar (Codes will auto add-on for Prolonged Office visit on the back end) - (15-minute increments).	99415 (60 min) 99416 (Additional 30 min)	$883.77 $441.89
Auto Extended Duration for services identified with two asterisks (**) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2024	$220.94
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins)	96127	$883.77
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$220.94
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$220.94
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$220.94
INTENSIVE CARE COORDINATION (ICC) 15 mins	T1017ICC	$220.94
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$220.94
CASE CONFERENCE - Face to Face w/ Patient and/or Family 30 mins	99366	$441.89
CASE CONFERENCE - Face to Face w/o Patient and/or Family 30 mins	99368	$441.89

Exhibit B-1 Physician Assistant Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
PSYCHIATRIC ASSESSMENT (w/ medical eval) 60 mins **	90792	$797.07
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$199.27
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 20-29 min Reimbursement Rate: 25 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$332.11
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 30-39 min Reimbursement Rate: 35 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$464.96
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 40-54 min* Reimbursement Rate: 47 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99212	$624.37

Exhibit B-1 Physician Assistant Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
AUDIOMED (Telephone-Audio Only) – 15 mins (Replaces 99441, 99442 and 99443 as of 1/1/25).	AUDIOMED	$199.27
Medication Education and Support 15 mins	H0034	$199.27
Medication Refill 15 mins	MEDREFILL	$199.27
PSYCH EVAL OF EXT RECORDS: Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 60 Minutes (min 31 min to claim)**	90885	$797.07
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$597.80
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$398.54
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$199.27
Auto Add-On Code for services identified with one asterisk (*) above. Do not include in service upload file or enter in Avatar (Codes will auto add-on for Prolonged Office visit on the back end) - (15-minute increments).	99415 (60 min) 99416 (Additional 30 min)	$797.07 $398.54
Auto Extended Duration for services identified with two asterisks (**) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2024	$199.27

Exhibit B-1 Physician Assistant Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$797.07
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$199.27
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$199.27
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$199.27
INTENSIVE CARE COORDINATION (ICC) 15 mins	T1017ICC	$199.27
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$199.27
CASE CONFERENCE - Face to Face w/ Patient and/or Family (minimum of 30 mins or more)	99366	$398.54
CASE CONFERENCE - Face to Face w/o Patient and/or Family (minimum of 30 mins or more)	99368	$398.54

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
PSYCHOLOGICAL TESTING - EVAL (PSYCHOLOGIST) 60 mins	96130	$714.74
ADD-ON CODE FOR PSYCHOLOGICAL TESTING (each additional minimum of 60 min)	96131	$714.74
PSYCHOLOGICAL TESTING - ADMINISTRATION (PSYCHOLOGIST) 30 mins	96136	$357.37

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
ADD-ON CODE FOR PSYCHOLOGICAL TESTING ADMINISTRATION (each additional minimum of 30 mins)	96337	$357.37
ASSESSMENT OF APHASIA, 60 min *	96105	$714.74
DEVELOPMENTAL SCREENING, 15 MINUTES **	96110	$178.69
DEVELOPMENTAL TESTING, 60 min	96112	$714.74
ADD-ON CODE FOR DEVELOPMENTAL TESTING (30 mins - minimum of 16 mins for first additional unit)	96113	$357.37
NEUROBEHAVIORAL STATUS EXAM, 60 min	96116	$714.74
ADD-ON CODE FOR NEUROBEHAVIORAL STATUS EXAM (each additional minimum of 60 min)	96121	$714.74
STANDARDIZED COGNITIVE PERFORMANCE TESTING, 60 min *	96125	$714.74
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$714.74
NEUROPSYCHOLGICAL TESTING EVALUATION, 60 mins	96132	$714.74
ADD-ON CODE FOR NEUROPSYCHOLGICAL TESTING EVALUATION (additional 60 min - minimum of 31 mins for first additional unit)	96133	$714.74
ASSESSMENT (Licensed/Registered/Waivered) 60 mins **	90791	$714.74
ASSESSMENT (IHBS) - Licensed/Registered/ Waivered) 60 mins **	90791IHBS	$714.74

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
ASSESSMENT (COLLATERAL) - Licensed/Registered/ Waivered) 60 mins **	90791COL	$714.74
MH ASSESSMENT (Non-physician) 15 mins	H0031	$178.69
MH ASSESSMENT (IHBS) - Non-physician 15 mins	H0031IHBS	$178.69
MH ASSESSMENT (COLLATERAL) - Non-physician 15 mins	H0031COL	$178.69
PSYCH EVAL OF EXT RECORDS: 60 mins *	90885	$714.74
INDIVIDUAL THERAPY Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832	$360.38
INDIVIDUAL THERAPY Service time range: 38-52 min Reimbursement Rate: 45 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration..	90832	$536.06
INDIVIDUAL THERAPY Service time range: 53-60 min Reimbursement Rate: 60 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration..**	90832	$714.74
INDIVIDUAL THERAPY (IHBS) Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832IHBS	$360.38

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
INDIVIDUAL THERAPY (IHBS) Service time range: 38-52 min Reimbursement Rate: 45 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	90832IHBS	$536.06
INDIVIDUAL THERAPY (IHBS) Service time range: 53-60 min Reimbursement Rate: 60 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.. **	90832IHBS	$714.74
FAMILY THERAPY - W/ CLIENT 50 mins **	90847	$595.62
MULTIPLE-FAMILY GROUP THERAPY 43-84 min *** (84 mins)	90849	$222.36
GROUP PSYCHOTHERAPY 50 mins. ***	90853	$132.36
GROUP REHABILITATION 15 mins.	H2017G	$39.71
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$39.71
Case Conference Face to Face w/o Patient and/or Family (minimum of 30 mins or more)	99368	$360.38
Case Conference Face to Face w/ Patient and/or Family (minimum of 30 mins or more)	99366	$360.38
INDIVIDUAL REHAB 15 mins	H2017I	$178.69
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$178.69
INTENSIVE HOME-BASED SERVICES (IHBS) 15 mins	H2017IHBS	$178.69
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$178.69
PLAN DEVELOPMENT (IHBS) 15 mins	H0032IHBS	$178.69

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	$178.69
TCM (COLLATERAL) 15 mins	T1017COL	$178.69
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$178.69
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$178.69
INTENSIVE CARE COORDINATION (ICC) 15 mins	T1017ICC	$178.69
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$178.69
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$662.83
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$360.38
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$178.69
Auto Add-On Code for services identified with one asterisk (*) above. Do not include in service upload file or enter in Avatar (Codes will auto add-on for Prolonged Office visit on the back end) - (15-minute increments).	T2024	$178.69
Auto Extended Duration for services identified with two asterisks (**) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2021	$178.69

Exhibit B- 1 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Auto Extended Duration for Group services identified with three asterisks (***) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2021G	$39.71
No Show - Non-Billable	NOSHOW	#N/A
Client Cancellation - Non-Billable	CLTCAN	#N/A
Provider Cancellation - Non-Billable	PRVCAN	#N/A
Non-Billable	99499	#N/A
FSP Non-Billable Service	FSPSVC	#N/A
AX DONE IN LOCKOUT SETTING - Non-Billable	MHLOCKAX	#N/A
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	#N/A

Exhibit B-1 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
ASSESSMENT (Licensed/Registered/Waivered) 60 mins *	90791	$462.53
ASSESSMENT IHBS (Licensed/Registered/Waivered) 60 mins *	90791IHBS	$462.53
ASSESSMENT (COLLATERAL) - Licensed/Registered/ Waivered) 60 mins *	90791COL	$462.53
MH ASSESSMENT (Non-Physician) 15 mins	H0031	$115.63

Exhibit B-1 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
MH ASSESSMENT (IHBS) - Non-Physician 15 mins	H0031IHBS	$115.63
MH ASSESSMENT (COLLATERAL) - Non-Physician 15 mins	H0031COL	$115.63
PSYCH EVAL OF EXT RECORDS: 60 mins *	90885	$462.53
INDIVIDUAL THERAPY Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832	$234.28
INDIVIDUAL THERAPY Service time range: 38-52 min Reimbursement Rate: 45 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	90832	$346.90
INDIVIDUAL THERAPY Service time range: 53-60 min Reimbursement Rate: 60 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration. **	90832	$462.53
INDIVIDUAL THERAPY (IHBS) Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832IHBS	$234.28
INDIVIDUAL THERAPY (IHBS) Service time range: 38-52 min Reimbursement Rate: 45 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	90832IHBS	$346.90

Exhibit B-1 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
INDIVIDUAL THERAPY (IHBS) Service time range: 53-60 min Reimbursement Rate: 60 mins @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration. **	90832IHBS	$462.53
FAMILY THERAPY - W/ CLIENT 50 mins **	90847	$385.44
MULTIPLE-FAMILY GROUP THERAPY 43-84 min *** (84 mins)	90849	$143.90
GROUP PSYCHOTHERAPY 50 mins. ***	90853	$85.65
INDIVIDUAL REHAB 15 mins	H2017I	$115.63
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$115.63
GROUP REHABILITATION 15 mins.	H2017G	$25.70
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$25.70
INTENSIVE HOME-BASED SERVICES (IHBS) 15 mins	H2017IHBS	$115.63
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$115.63
PLAN DEVELOPMENT (IHBS) 15 mins	H0032IHBS	$115.63
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$115.63
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$115.63
TCM (COLLATERAL) 15 mins	T1017COL	$115.63
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$115.63
INTENSIVE CARE COORDINATION (ICC) WITH CLIENT/CAREGIVER 15 mins	T1017ICC	$115.63

Exhibit B-1 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$115.63
Case Conference Face to Face w/ Patient and/or Family (minimum of 30 mins or more)	99366	$234.28
Case Conference Face to Face w/o Patient and/or Family (minimum of 30 mins or more)	99368	$234.28
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$462.53
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$115.63
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$346.90
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$234.28
Auto Add-On Code for services identified with one asterisk (*) above. Do not include in service upload file or enter in Avatar (Codes will auto add-on for Prolonged Office visit on the back end) - (15-minute increments).	T2024	$115.63
Auto Extended Duration for services identified with two asterisks (**) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2021	$115.63
Auto Extended Duration for Group services identified with three asterisks (***) above. Do not include in service upload file or enter in Avatar (Codes will auto crosswalk for Prolonged Office visit on the back end) - (15-minute increments).	T2021G	$25.70
No Show - Non-Billable	NOSHOW	#N/A

Exhibit B-1 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Client Cancellation - Non-Billable	CLTCAN	#N/A
Provider Cancellation - Non-Billable	PRVCAN	#N/A
Non-Billable	99499	#N/A
FSP Non-Billable Service	FSPSVC	#N/A
AX DONE IN LOCKOUT SETTING - Non-Billable	MHLOCKAX	#N/A
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	#N/A

Exhibit B-1 Mental Health Specialist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
MH ASSESSMENT (Non-physician) 15 mins	H0031	$87.00
MH ASSESSMENT (IHBS) - Non-Physician 15 mins	H0031IHBS	$87.00
MH ASSESSMENT (COLLATERAL) - Non-physician 15 mins	H0031COL	$87.00
INDIVIDUAL REHAB 15 mins	H2017I	$87.00
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$87.00
GROUP REHABILITATION 15 mins.	H2017G	$19.33
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$19.33
INTENSIVE HOME-BASED SERVICES (IHBS) 15 mins	H2017IHBS	$87.00
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$87.00
PLAN DEVELOPMENT (IHBS) 15 mins	H0032IHBS	$87.00
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$87.00
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$87.00
TCM (COLLATERAL) 15 mins	T1017COL	$87.00
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$87.00
INTENSIVE CARE COORDINATION (ICC) WITH CLIENT/CAREGIVER 15 mins	T1017ICC	$87.00
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$87.00
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$87.00
No Show - Non-Billable	NOSHOW	#N/A

Exhibit B-1 Mental Health Specialist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Client Cancellation - Non-Billable	CLTCAN	#N/A
Provider Cancellation - Non-Billable	PRVCAN	#N/A
Non-Billable	99499	#N/A
FSP Non-Billable Service	FSPSVC	#N/A
AX DONE IN LOCKOUT SETTING - Non-Billable	MHLOCKAX	#N/A
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	#N/A

Exhibit B-1 Certified Peer Recovery Specialist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Peer Services - prevention education services 15 mins	H0025	$19.69
Self-help/Peer Services 15 mins	H0038	$88.61
No Show - Non-Billable	NOSHOW	#N/A
Client Cancellation - Non-Billable	CLTCAN	#N/A
Provider Cancellation - Non-Billable	PRVCAN	#N/A
Non-Billable	99499	#N/A
FSP Non-Billable Service	FSPSVC	#N/A
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	#N/A

Exhibit B-1 -Other Qualified Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
MH ASSESSMENT (Non-physician) 15 mins	H0031	$87.00
MH ASSESSMENT (IHBS) - Non-physicians 15 min	H0031IHBS	$87.00
MH ASSESSMENT (COLLATERAL) - Non-physician15 mins	H0031COL	$87.00
INDIVIDUAL REHAB 15 mins	H2017I	$87.00
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$87.00
GROUP REHABILITATION 15 mins	H2017G	$19.33
Group Rehab - Collateral	H2017G COL	$19.33
INTENSIVE HOME-BASED SERVICES (IHBS) 15 mins	H2017IHBS	$87.00
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$87.00
PLAN DEVELOPMENT (IHBS) 15 mins	H0032IHBS	$87.00
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$87.00
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$87.00
TCM (COLLATERAL) 15 mins	T1017COL	$87.00
INTENSIVE CARE COORDINATION (CFTM-ICC) 15 mins	T1017CFTM	$87.00
INTENSIVE CARE COORDINATION (ICC) WITH CLIENT/CAREGIVER 15 mins	T1017ICC	$87.00
INTENSIVE CARE COORDINATION (ICC) W/O CLIENT/CAREGIVER 15 mins	NT1017ICC	$87.00

Exhibit B-1 -Other Qualified Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$87.00
No Show - Non-Billable	NOSHOW	#N/A
Client Cancellation - Non-Billable	CLTCAN	#N/A
Provider Cancellation - Non-Billable	PRVCAN	#N/A
Non-Billable	99499	#N/A
FSP Non-Billable Service	FSPSVC	#N/A
AX DONE IN LOCKOUT SETTING - Non-Billable	MHLOCKAX	#N/A
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	#N/A

Group Codes:

DHCS determined the average group to be 4.5 participants. This is the reimbursement rate divider and applies to all group CPT/service codes. The number of participants is no longer a factor in reimbursement as of July 1, 2023. As of July 1, 2024, the Group Therapy (90853) unit rate become 50 mins, with allowable add-on crosswalks of 15 min increments of T12021. H2017G (group rehab) remains claimable in 15 min increments. EX: H2017G (group rehab) for LPHA is $18.50 per 15 minutes per participant ($83.26/4.5).

Minimum Time Increments to Qualify as a Unit of Service:

All services provided should enter in the amount of time spent. With that in mind, Payment Reform reimbursement occurs on a per unit basis. Providers, County or Contractor, are only reimbursed for the unit(s) of service if the service duration exceeds the midpoint of the unit increment. This includes add on time for all applicable CPT codes.

- **Example:** Since a unit of service for TCM is 15 min, the service must be between 8-15 mins to qualify for 1 unit of service. If a service is 7 minutes or less, reimbursement is not eligible. If that same service lasted 49 mins, the provider would only be reimbursed for three 15 min units of service, or 45 total mins.
- **Example #2:** If using a cross-walked Add-On code, this code is only claimable if the maximum time for the primary code is reached and the additional claimed time exceeds the halfway point of the add-on code. So, if claiming Individual Therapy, and the service duration was 72 min, the claim would include 60 mins for the maximum allowed for Individual Therapy, and 12 mins for T2021 (which would equate to one 15 min unit of T2021 since the minimum of 8 mins was reached).
- **Fraud, waste and abuse:** Providers should not inflate service time to claim for an additional unit(s) of service, as that is considered fraud.
- **Inadequate care:** Providers should also not end services prematurely when there is clinical need to avoid not being reimbursed for a unit of service.

Add on time allowed for CPT Codes:

- **90832 Individual Therapy –** Programs should enter 90832 for Individual therapy and a duration of service time. Solano's EHR will crosswalk to 90834 or 90837 based on duration of service time up to 60 minutes. If duration eclipses the max of 60 minutes, it will crosswalk to T2021 after 68 mins. Additional add-on claiming is reimbursable in 15-minute increments.
    - Note: Once add on is utilized, claimed coding for this service will automatically change from 90837 to T2021 (Example: Submit claim with 90837 and 84 mins direct service duration – this will translate to six 15 min units of T2021)
- **90847 Family Therapy –** Programs should enter 90847 for Family therapy and a duration of service time. If duration eclipses the max of 50 minutes, it will crosswalk to T2021 after 58 mins. Additional add-on claiming is reimbursable in 15-minute increments.
    - Note: Once add on is utilized, claimed coding for this service will automatically change from 90847 to T2021 (Example: Submit claim with 90847 and 74 mins direct service duration – this will translate to five 15 min units of T2021)
- **90849 Family Group Therapy –** 43-84 mins to be claimable and then 15 min increments

- **90853 Group Therapy -** Programs should enter 90853 for Group therapy and a duration of service time. Will claim using Group Therapy rate. If duration eclipses the max of 50 minutes, it will crosswalk to T2021G after 58 mins.
    - Note: Once add on is utilized, claimed coding for this service will automatically change from 90853 to T2021 (Example: Submit claim with 90853 and 74 mins direct service duration – this will translate to five 15 min units of T2021)
- **96372 Injections (MD, PA, NP, RN) –** Programs should enter 96372 for Injections and a duration of service time. Payable at one 15-min unit. No add-ons available for this code.
- **99212 Comprehensive Medication Service –** Programs should enter 99212 for Comprehensive Medication Service and a duration of service time. Solano's EHR will crosswalk to 99213, 99214 or 99215 based on duration of service time up to 54 minutes.
    - If duration eclipses the max of 54 minutes, the 99415 add on will only add on automatically if the minimum of 31 mins past 54 min max is achieved (i.e. 85-114 mins in order to claim one additional unit of service).
    - In rare circumstances, the additional 30 min add on would automatically claim if service duration was between 129-144 mins, and in 30 min increments thereafter.

Lockout Codes:

- Per Medi-Cal Billing Manual, contractor shall coordinate care so that service codes that create a lockout are not provided on the same day.
- If provided on the same day, services may be subject to not being reimbursed or if already claimed, may be subject to recoupment.

Additional codes for consideration:

- **T1013 – Add on Code Sign/Language Interpretation** – this Add On code is available to all provider types at flat rate of $21.65 per 15 min unit up to duration of primary code being billed (not longer than primary code billing time).

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment 30 days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than 90 calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have obtained all required approvals and have the proper authority to bind their respective entities to all certifications, terms, and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state

and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$2,000,000**	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability:	**$1,000,000**	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

(2)	Professional Liability:	**$2,000,000**	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability

under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless of whether or not any insurance is applicable.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations and County shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment with respect to its employees including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly relate to this Contract;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.

D. Submit verification of non-profit status, if a requirement for the award of this Contract.

E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE CERTIFICATION

By signing this Contract, Contractor certifies to the County that Contractor is knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor certifies that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, gender identity, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, military status, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements. State law may preempt HIPAA and Contractor must follow the most restrictive law, or both if applicable.

30. BACKGROUND SCREENING

A. If Contractor staff will have access to Personally Identifiable Information (“PII”) and/or Protected Health Information (“PHI”), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities (“LEIE”) and the General Services Administration (“GSA”) Systems for Award Management (“SAM”) screenings for all contractors and their workforce. In

addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members' background screening documentation for a period of three years following the conclusion of the employment relationship.

31. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

33. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

34. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

35. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to those described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses

provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

36. DEBARMENT AND SUSPENSION CERTIFICATION

A. By signing this Contract, Contractor certifies to the County that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program or to be awarded a contract, subcontract or grant by the State; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs or to be awarded a contract, subcontract or grant by the State, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs or from being awarded a contract, subcontract or grant by the State.

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

C. This certification shall be an ongoing certification during the term of this Contract and Contractor must immediately notify the County of any change in the status of the certification set forth in this section.

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide further certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

37. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

38. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

39. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed $381,902.

2. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

5. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-4, indicating that voter registration activities are actively conducted.