County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
04079-25
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7737
SUBOBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:
   Bay Area Community Services, Inc.
   CONTRACTOR'S NAME

2. The Term of this Contract is:
   September 1, 2024 to June 30, 2025

3. The maximum amount of this Contract is:
   $ $ 1,925,836

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 September 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
Bay Area Community Services CONTRACTOR'S NAME	Bill Emlen County Administrator TITLE
Jamie Almanza 09/13/2024 04:06 PM EDT SIGNATURE	275 Beck Avenue, MS 5-200 ADDRESS
Jamie Almanza, Chief Executive Officer PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
390 40th Street ADDRESS	Approved as to Content: Gerald Huber 09/11/2024 08:07 PM EDT Gerald R. Huber, Director Health & Social Services Department
Oakland CA 94609 CITY STATE ZIP CODE	Approved as to Form: Kelly Welsh 09/16/2024 04:14 PM EDT COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM DESCRIPTION

Contractor will provide Full Service Partnership (FSP) services to individuals with severe and persistent mental health conditions 18 years and older. Additionally, individuals must meet the FSP criteria, which include those who are currently at risk of, or have recently been involved in the following: hospitalization, homelessness, justice involvement, incarceration, co-occurring substance use services, or are part of an unserved/underserved population. FSP services are intensive in nature and delivered by a multidisciplinary team to support consumers in becoming more independent and integrated within the community.

FSP services will adhere to Assertive Community Treatment (ACT) evidence-based model and align with the Tool for Measurement of ACT (TMACT) fidelity scale. The TMACT evaluation tool will be used to assess ACT program fidelity and guide higher quality ACT implementation efforts. Requirements for services, data, and quality improvement will also align with Prop1 Behavioral Health Transformation and BH-Connect initiatives per Department of Health Care Services (DHCS) information notices and regulations.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

A. The contractor will provide FSP intensive services for a minimum of 100 active adult consumers at any given time throughout each fiscal year (FY).

B. In collaboration with the County, ensure that all FSP meet the eligibility criteria as outlined in California Welfare and Institutions Code section 5600.3 (a), (b) and (c). and California Code of Regulations (Cal. Code Regs.), title 9, section 3620.05.

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

D. For consumers who are already open to the Solano County Behavioral Health Plan (BHP) ensure that upon receiving written referral, contact consumer as soon as reasonably possible but no more than 2 business days. In the event that this timeline cannot be met, the Contractor will notify the appointed County designee within two (2) business days.

E. Provide intensive FSP services utilizing the Assertive Community Treatment (ACT) model in accordance with the Tool for Measurement of Act (TMACT) scale to include:

i. Use of a multi-disciplinary team to include case managers, nursing, prescribers, peer providers, and providers specializing in co-occurring disorders and employment (i.e., may be part of larger substance use disorder (SUD) or Individual Placement and Support (IPS) teams through matrix supervision).

ii. Maintain caseloads of 10-12 consumers per team member (this applies to clinicians & case managers/specialist roles).

iii. Promote independence, rehabilitation, community integration, and recovery.

iv. Provision of services in the home and community at least 75% of the time.

v. Availability of support and services 24/7, 365 days of the year (i.e. use of afterhours warm line); if staff cannot support 5150 urgent crisis services would default to the Mobile Crisis Team.

vi. Utilize a team approach in working with consumers.

vii. Hold a daily team meeting to engage in treatment planning and crisis response.

viii. Maintain data tracking tools as assigned by the County in accordance to Tool for Measurement of ACT (TMACT) and self-assess for model fidelity;

ix. Participate in training and regular Fidelity Evaluation process that includes preparation for the review, being available for two days for external trainers/reviewers visiting team on site and responding to fidelity evaluation report and recommended changes for improving fidelity annually. Fidelity tracking tools and training resources will be provided by the County and DHCS per BH-Connect.

F. In addition to utilizing the ACT model, staff shall be trained on evidenced-based treatment intervention models referenced in TMACT.

G. Services are provided at a minimum Monday – Friday 8am to 5pm, in addition to a warm line service offered to all consumers for after hours and flexible evening and weekend support 24/7, 365 days of the year.

H. Services will include:

i. Direct treatment (1:1 therapy, individual and group rehab services, psychotherapy groups, peer counseling, family therapy, and crisis intervention services, when indicated, etc.).

Collateral support and psychoeducation for family members and support persons.

iii. Psychiatric medication management, monitoring, and support.

iv. Nursing support.

v. Targeted case management.

vi. Psychosocial rehabilitation that includes independent living skills, conflict resolution, socialization, medication management, budgeting, etc.

vi. Peer support services.

I. Contractor will provide intensive treatment and case management services and the frequency of service shall be consistent with providing, TMACT. FSP consumers with at least 1 weekly face to face contact by an ACT team member.

J. Ensure linkage to medical care, intensive substance use treatment, community inclusion activities, transportation, and housing through Solano BH's assigned contractor..

L. Each consumer will be assigned a Care Coordinator (CC).

M. All FSP consumers will receive psychiatric services by the dedicated ACT prescriber unless program participant decides to use an alternate psychiatric medical provider and it's in the best interest of the client's clinical needs; prescribers and nursing staff are also required to be a part of the daily team meetings.

N. Contractor shall assess clients for referral to higher or lower levels of care based on progress and scores from the Reaching Recovery outcome tools:

i. If after extensive clinical interventions, it is determined that the level of service intensity offered through the Team may not be sufficient to engage and support the client in treatment successfully and/OR that the client would likely benefit from a higher or lower intensity service;

ii. The client meets the criteria for A HIGHER OR LOWER LEVEL program they are being referred to, based on clinical review and Recovery Needs Level (RNL) scores; and

iii. The client is in agreement with the referral for a higher or lower level of care.

O. Open all consumers to the County BHP electronic health record using the Avatar Admissions form and provide all data/demographic elements.

P. Contractor will enter pre-enrollment, quarterly and post-enrollment participant information into the State of California Data Collection Report (DCR), including:

i. Initial "Partnership Assessment Form" to be completed at the admission to the FSP program.

ii. "Quarterly Assessment Form" to be completed on a quarterly basis correlating with the consumer's admission date to an FSP.

iii. "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.

iv. Contractor will put in place a monitoring system to ensure that all DCR data is being entered into the DCR in a timely fashion.

Establish an Individual Supports and Services Plan or treatment plan as approved by the County for each consumer enrolled in an FSP.

Q. Develop a Safety Plan 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. Develop a WRAP Plan with each consumer provided the consumer is actively involved in treatment.

S. In accordance with the No Wrong Door policy, CONTRACTOR shall welcome walk-ins for clients seeking mental health services regardless of whether they have called the County's 24/7 Access line. If a client calls Contractor requesting mental health services, Contractor will warm transfer the client to Solano County Access at 1-800-547-0495. Initial walk-in services may include case management, completion of the screening tool, or crisis intervention as indicated. Contractor will need to complete a pre-admission opening in order to capture services provided. Contractor will coordinate with Solano County Access as part of the walk-in encounter to schedule an intake assessment to determine medical necessity for SMHS, prior to providing any ongoing mental health services. If the Screening Tool score is 5 or below, the individual will be referred to Kaiser MCP or Carelon MCP or Community Resources based on eligibility. The completed Screening Tool will be emailed to Solano County Access at BHAccess@solanocounty.com for tracking purposes.

T. Contractor shall be responsible for overseeing and coordinating client care and discharge planning with partner providers, including, but not limited to, Solano County Behavioral Health's (SCBH) Crisis Aftercare and Recovery Engagement (CARE) and/or Hospital Liaison (HL) team, emergency departments, crisis stabilization unit (CSU), psychiatric emergency services, Mobile Crisis, urgent medication programs, sub-acute facilities, medical and psychiatric hospitals, other county services, substance use disorder (SUD) detoxification and treatment programs, inpatient and residential facilities, housing providers, family members, care management, managed care plans, primary care providers, or when contacted by other partner providers. The assigned Contractor direct service staff shall actively collaborate with facilities and staff in discharge planning and placement.

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. The 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 tools - Health plan members ages 21+
        a. Recovery Needs Level (RNL): Completed by clinician, Recommends level of service intensity
        b. Recovery Markers Inventory (RMI): Completed by clinician; Clinician’s rating of an individual’s growth and recovery

c. Consumer Recovery Measure (CRM): Completed by individual, Consumers rating of their recovery and growth
d. Promoting Recovery in Organizations (PRO): Completed by the individual

2. Child and Adolescent Needs and Strengths (CANS) – Health plan members ages 0-20.
3. 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. Clinical Training Reciprocity:

The County will provide the Contractor's adult outpatient clinic with training opportunities available to County clinical staff. Training announcements will be facilitated by the County's Performance Improvement and Quality Assurance Teams.

Contractor will provide the County with reciprocal training opportunities for County clinical staff when space allows. The Contractor will coordinate available trainings with the County's Performance Improvement Team.

4. .PERFORMANCE MEASURES

Contractor agrees that services provided will achieve the following:

Program model: FSP TMACT	1. 75% of clients will have an average of 3 face to face contacts per week with an average of 2-3 hours per week. 2. 75% of face-to-face contacts occur in the community 3. 90% or more of the caseload is retained in a 12 month period 4. Provide services for up to 100 unduplicated clients annually 5. Maintain an average caseload of 10 clients per team member, which includes all direct service staff except for the psychiatric care provider.
Client Outcomes	1. Psychiatric hospitalizations: No more than 25% of program participants will be admitted to the hospital for psychiatric treatment.

	2. Legal Involvement: No more than 10% of program participants will have interactions with the legal system that result incarcerations. 3. Homelessness: No more than 15% of program participants will experience an episode of homelessness. 4. Step Downs: 15% of program participants will graduate from the program during each FY, this is defined as a successful discharge to the community or stepping down to a lower level of service need. 5. Employment: At least 15% of individuals served annually who express a desire to work will attain competitive employment
Timeliness and Engagement	1. 80% of time Provider are offered an appointment within 7 business days from referral for non-urgent referrals 2. 80% of time Provider are offered 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 (treatment plan based)
Reducing Readmissions	1. 75% of clients discharged from psychiatric emergency services, CSU, or inpatient hospitalization will be met for a follow up appointment within 30 days of discharge 2. 75% of clients will experience a reduction in 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 15% of individuals who have been discharged will be readmitted to the same or higher level of care within thirty (30) days.

Staffing Requirements:

***SWIFT* Full Service Partnership Staffing**			
Title	**Job Description Brief**	**Qualifications**	**FTE**
Regional Director of Programs	Oversees the MH portfolio under the direction of the CPO and is accountable for clinical, administrative, compliance, human resources, and fiscal outcomes.	Licensed by the BBS; multiple years running publicly funded BH for target population. In this region.	0.10 of 1 FTE

Associate Director	Oversees the FSP portfolio under the direction of the Director of MH and is accountable for clinical, administrative, compliance, human resources, and fiscal outcomes.	Licensed by the BBS; 3+ years of progressive experience running FSP or intensive community-based MH programs.	0.25 of 1 FTE
Program Manager	Oversees daily direct service program ops. Manages clinical, administrative, fiscal, QA and QI functions that promote the highest quality provision for direct care. Provides individual/group clinical supervision to the program clinical staff.	Licensed by the BBS; 3 years running a large community based, publicly funded program for target population.	1 FTE
Program Supervisor	Supports oversite of daily direct service program operations. Provides individual supervision to non-clinical staff. Supervises services conducted in the field. Provides critical direct care services, acts as Team Lead in accordance with ACT.	Licensed by the BBS; 2 years as a team lead working with target population; 1 year of supervisory experience	1 FTE
Clinical Care Coordinators (Licensed)	Responsible for developing and providing high quality therapeutic interventions and services in support of wellness and recovery including assessment & treatment planning, crisis intervention and response.	Licensed by the BBS and at least 2 years working with target population.	2 FTE
Clinical Care Coordinators (BBS Registered Intern)	Responsible for developing and providing high quality therapeutic interventions and services in support of wellness and recovery including assessment & treatment planning, crisis intervention and response.	License eligible and registered with the BBS, and 2 years working with target population.	3 FTE
Care Coordinator	Uses lived experiences to coach individuals and facilitate families through attending to their wellness and recovery goals and focuses on substance use using a stage of change model. This role draws in the family of partners as stakeholders in the treatment planning/support. Entails all aspects of field-based direct service and provides individual and group support.	SUD certification, peer certification, or other BACS required experience per the affiliated job description.	4 FTE
Employment Coordinator	Uses lived experiences to coach individuals and facilitate families through attending to their wellness and recovery goals. This role draws in the family of partners as stakeholders in the treatment planning/support. Entails all aspects of field-based direct service.	MHRS or peer certification, IPS familiarity preferred.	1 FTE

Psychiatric Nurse Practitioner or Physician's Assistant	Under the supervision of a supervising MD Psychiatrist, provides full support of psychiatric care in an outpatient model including evaluation, documentation review, medication prescribing, follow along, consultation, supervision, and team-participation and training.	Valid PNP License and able to practice in California as a PNP. 2+ years providing prescribing care to target pop. Field work required.	1 FTE
Nursing Coordinator – LVN/RN	Facilitates medication support and delivery. Coordinates health care services and linkage to primary care and critical physical health needs. Conducts regular health assessments.	3 years of nursing experience; 1 year working with target population.	2 FTE
Quality Improvement Administrator	Provides full suite clinical documentation oversight including training, review of documentation, URC, follow through, performance improvement for all Medi-Cal and clinical services.	BBS Registered Intern or 3 years as a healthcare chart auditor.	.5 FTE

Specifically:

- The supervisor of the program must be licensed mental health clinician with experience in the mental health field.
- The supervisor and clinicians should be certified in W&I 5150 Involuntary Detainment Training (county provided).
- All peer support specialists must receive California Medi-Cal Peer Support Specialist Certification from CalMHSA in peer support services within 6 months of hire (per SB803).
- Refer to TMACT Core Team (CT) Subscale for staffing expectations.

5. REPORTING REQUIREMENTS

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 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 entitled 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)

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 the 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. The 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. Contractors 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. The 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. The contractor shall ensure that all staff members are trained in 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. The 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.

8. 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 QI 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 changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, 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 Behavioral Health Division Medi-Cal Certification Update Form* Staff Credentialing:
      a. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
      b. 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 County Staff Master form.

c. Contractor shall provide County BHP QA with a monthly updated list of Contractor staff by the date provided by BHP QA.
d. Contractors shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
e. Contractor shall notify County QA when a staff provider will be terminating and 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.
f. The contractor shall work with the County Provider Eligibility Coordinator to ensure that all licensed staff are accurately enrolled in the DHCS PAVE system.

C. Access:

1. Contractor must have hours of operation during which services are provided to Medi-Cal health plan members 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 members, 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 Mental Health Plan.
2. Contractors must meet the state standards for timely access to care and services, taking into account the urgency of the 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 beneficiary within 1-2 business days.
    b. For urgent service requests, Contractor will offer an assessment appointment that is 48 hours from date of service request from Solano BHP.
    c. For routine service appointments, Contractor will offer an assessment appointment within DHCS timeliness requirements, which include:
        i. Routine Requests: 10 business days from the date service was requested from Solano BHP.
        ii. Urgent Care Requests for Services that do not require prior authorization: Must be provided within 48 hours.
            i. Mental Health Services
            ii. Targeted Case Management
            iii. Intensive Care Coordination
            iv. Medication Support Services
        iii. Emergent Care Needs:
            i. Crisis intervention
            ii. Crisis Stabilization

iv. Urgent Care Requests for Services that require prior authorization: Must be provided within 96 hours.
    i. Intensive Home-Based Services
    ii. Day Treatment Intensive
    iii. Day Rehabilitation
    iv. Therapeutic Behavioral Services
    v. Therapeutic Foster Care

v. 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 beneficiary or a provider acting on behalf of the beneficiary, requests a referral for a medically necessary service. Appointment data must be recorded, tracked and submitted to the County QA Unit monthly.

d. 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 beneficiary and County QA in accordance with Solano BHP guidelines.

e. 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).

3. 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.
4. The contractor will provide staff to work with County QA to make multiple (no less than four) test calls for the County business and after-hours access telephone line, for one month per FY.
5. 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.
6. 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 20 business days of the Assessment Start Date.

a. Per CalAIM Documentation Redesign parameters, Contractor shall have the flexibility to initiate treatment services prior to the Assessment being completed and finalized, if the needs of the beneficiary require it and CalAIM Medical Necessity requirements are met.
b. The contractor shall initiate non-urgent, non-psychiatric services no later than 10 business days from the date of request of service to Solano's BHP and for Psychiatric treatment within 15 business days from the date of referral.

7. Contractor shall abide by CalAIM Medical Necessity/Access to services requirements that are listed in the DHCS-BHP Contract, DHCS *Behavioral Health Information Notice (BHIN) 21-073 Criteria for beneficiary 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 QI 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 22-019 Documentation Requirements for all Specialty Mental Health Services (SMHS), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) services. County will provide contractors with updated requirements as they are made available via DHCS BHINs, County QI Information Notices, policy updates and/or training documentation.

E. CalAIM No Wrong Door requirements:
1. Per DHCS BHIN 22-011, regardless of the system of care or the point of access, whether MCP or BHP, the beneficiary is entitled to receive initial care, prior to being referred to the appropriate system of care. This includes assessment and treatment services. If a beneficiary receives an assessment from an 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, 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 beneficiary 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 beneficiary 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 in Care tool to determine if the beneficiary is appropriate to step down to the MCP system of care.

G. Service Authorization

1. Per County Behavioral Health Division policy AAA219 – Authorization Standards, 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:
    i. Intensive Home-Based Services
    ii. Day Treatment Intensive
    iii. Day Rehabilitation
    iv. Therapeutic Behavioral Services (TBS)
    v. Therapeutic Foster Care (TFC)
2. Also, per County Behavioral Health Division policy AAA219 – Authorization Standards and DHCS BHIN 22-016, Contractor will demonstrate medical necessity via a County initiated Quality Review of a client's assessment and client plan prior to providing the following services for which prior authorization is not permitted:
    i. Crisis Intervention
    ii. Crisis Stabilization
    iii. MH Services
    iv. Targeted Case Management (TCM)
    v. Intensive Care Coordination (ICC)
    vi. Medication Support Services

H. Informational Materials
1. Informational materials include the most updated version of the Solano County BHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
2. The contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days in a minimum of 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 (large font).
4. The 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 QA, 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 pt.) for those with visual impairments.

I. Notice of Adverse Benefit Determination
1. Contractor shall provide an individual requesting services with a Notice of Adverse Benefit Determination (NOABD) [formerly referred to as NOA-A and NOA-E], per County BHP's Policy and Procedure AAA201 Notices of Adverse Benefits Determination Requirements under the following circumstances:
    a. 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.

b. The failure to provide services in a timely manner (within 10 business days from point of access to initial assessment).
c. The denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities.

J. Contractors shall maintain medical records in such a manner that all required documentation for every beneficiary 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 and covering the annual service period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment, 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. Beneficiary Problem List
        d. Beneficiary Care Plan (for health plan members receiving TCM or Peer services)
        e. Beneficiary Treatment Plan (only for health plan members receiving STRTP or FSP services)
        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 Action (if applicable, must be sent to QA 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. The contractor will respond to County QA's 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.

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 Beneficiary Problem Resolution Process – Grievances, ADM142 Beneficiary Problem Resolution Process – Appeals and Expedited Appeals, ADM132 Request to Change Service Provider, AAA210 Beneficiary 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. The 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: "Beneficiary 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 beneficiary of the BHP to County QA, 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 QA 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 beneficiary 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 *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
    a. The contractor shall verbally notify County QA immediately but no later than 4 hours after a serious incident.
    b. Contractor shall submit the SIR electronically to County QA within 24 hours of the incident or sooner via Comply Track: website:
    c. Contractor shall communicate directly with the County QA designee to provide any additional information needed regarding the reported incident.
    d. Contractor and County Behavioral Health Administration/QA shall discuss and develop recommendations to achieve more desired

outcomes in the future. An Adverse Outcome meeting may be scheduled, 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 QA and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

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 Improvement 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 QA by July 30th of each FY for the current FY. Contractors will submit a revised plan if County determines the plan to be inadequate.
      b. Internal review of Assessments A quarterly report will be sent to County QA.
      c. Internal review of provider progress notes. A quarterly report will be sent to County QA.
      d. 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.
      e. The contractor may be asked to provide a copy of the current Quality Improvement 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 Committees:
   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. Contractors 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 annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health*

Utilization Review Handbook and County Chart Audit tools which are consistent with DHCS Reasons for Recoupment.

2. The contractor will provide all requested medical records and 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.
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. Contractors shall maintain policies and procedures designed to detect and prevent fraud, waste and abuse, and to promptly inform County Behavioral Health Administration and QA 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. The 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 QA Service Verification Coordinator at intervals during the FY as stipulated by County policy *QI620*.

S. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
   1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, 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. The contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.

c. The 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.

T. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training 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, should also be provided to County QA at that time.

U. Performance Data:
    1. The 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.

V. 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 or MH diagnosis that results in lost revenue

W. Client Level of Care and Outcome Measures
1. Adult
a. Adult Programs will utilize Reaching Recovery Measures, or another set of measures approved by County Contract Manager and County QA for adult clients ages 18 and older. Frequency of reevaluation is determined by County QA.
b. Adult services contractors will also be required to complete a Child Adolescent Needs & Strengths (CANS) measure with any young adults, ages 18-20.
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 the client authorizes the caregiver to participate in the treatment process.
2. Only one set of measures shall be completed at each required interval per beneficiary. The Care Coordinator administers the measures.
3. Primary Service Coordinators and Treatment planning teams shall use Outcome measure data to determine treatment progress, areas of treatment focus, and level of care.
4. The contractor shall manually data enter or submit a data upload of data monthly by the deadline established by County BHP Quality Improvement.

X. 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 MHSUDS Information Notice 18-011 (dated February 13, 2018).

Y. 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 the Contractor's providers including their license number and type, NPI, language(s), cultural capabilities, specialty, services, if the provider is accepting new health plan members, and any group affiliations.
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 (BHPs) and by deadlines established by the County.

Z. Physical Accessibility and Communication Requirements

1. The contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal health plan members with physical or mental disabilities.
2. County Quality Improvement 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. Contractors must abide by requirements put forth in DHCS BHIN 24-007. 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.

AA. Language Line Utilization

1. If not using the County Health and Social Services (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 QA, using the template provided by County BHP QA and following the instructions contained on the reporting tool.

9. 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. Contractors may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the beneficiary'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 beneficiary data from the County's electronic health record 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 beneficiary data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County QA 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. Provided training and technical assistance in the form of phone consolations, site visits and 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 QI Liaison for programs under the BHP billing Medi-cal (only if vendor will be doing Medi-cal billing).
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 policies 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

Agreement with Contractor includes a six-month time period for the program to ramp up program operations. The first six months (September 1, 2024 – February 28, 2025) will be reimbursed based on a fixed budget. Beginning March 1, 2025, the contract will be reimbursed based on fee for service and not actual costs.

1. METHOD OF PAYMENT - FIXED BUDGET REIMBURSEMENT (SEPTEMBER 1, 2024– FEBRUARY 28, 2025)

A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in **Section 3 of the Standard Contract**. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.

B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report (Exhibit B-2). **Each invoice must specify actual charges incurred.**

C. Contractor must request prior written approval for modifications to the fixed budget set forth in Exhibit B-1, which approval may be withheld at the sole and absolute discretion of County. County may authorize proposed transfers between budget categories or the addition of line items within a budget category under this section provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the Contract amount. Requests for transfers between budget categories, budget line items, or the addition of budget line items within a budget category must be presented to the County on the County's "Budget Modification Request Form". Contractor is limited to 1 budget modification and must be submitted by May 31st.

D. 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 agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. If the disallowance is related to a billable service, the disallowed amount will be calculated based on the vendor's Medi-Cal billing rate (Exhibit B-3). Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral 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 in the course of 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.

E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
    1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health

insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. **These expenses are allowable only when included in accordance with Contractor's approved written policies and allocation plan.**

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.

3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, , as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).

5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 10% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

F. County will provide up to $598,573 to Contractor to assist with cash flow for operations during the first three months of the contract term. After execution of the contract, Contractor will request the advance in writing with an accompanying vendor claim. Repayment of the advance will begin with the September 2024 invoice. Expenditures shall be offset against the advance payment monthly until the advance is fully reimbursed to the County or the fiscal year end whichever occurs first. If the advance payment exceeds expenditures for the term of the agreement, Contractor will issue a check to the County for the amount of the advance overpayment within 45 days of termination date of contract.

2. METHOD OF PAYMENT – FEE FOR SERVICE REIMBURSEMENT (MARCH 1, 2025 – JUNE 30, 2025)

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 the most current Department of Health Care Services (DHCS) Specialty Mental Health Services Medi-Cal Billing Manual and the following:

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-3 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-3 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-3 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-3 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-3.

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 (if required) 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.

3. METHOD OF PAYMENT - FLEX FUNDS – (SEPTEMBER 1, 2024-JUNE 30, 2025)

A. Contractor may invoice up to $125,000 maximum for client support expenditures. Client support expenditures shall be used only for the following purposes:
   (1) To maintain basic needs (food, utilities, clothing and emergency housing (i.e. short-term motel vouchers for stays following incarceration, post crisis, quarantine due to illness)
   (2) For short term and long term support services (emergency food gift cards, personal grooming, hygiene products, or public transportation vouchers).

Contractor must obtain prior written approval from the Contract Manager or their designee for any expenses that fall outside of the categories above. Contractor must obtain written approval for all approved expenses identified above if they are over $500 one-time or over $3,000 per year per client or family. The Contractor will track these expenditures for reconciliation by the Contract Manager when requested. The purchase of automobiles or housing other than the non-emergency short term housing mentioned above is not permissible.

4. 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 Section 13.C of Exhibit C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.

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.

5. 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).

6. 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 Behavioral Health Chief 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.

7. 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
BUDGET DETAIL AND PAYMENT PROVISIONS

9/1/2024 – 2/28/2025

A. Personnel Expenses

Job Title	FTE			Total
Program Staff				
Program Manager	1			60,000
Program Supervisor (Clinician - Team Lead)	1			55,000
Clinical Care Coordinator (Clinician)	2			100,000
Clinical Care Coordinator (Clinician)	3			124,800
Employment Coordinator	1			27,040
LVN Nursing Coordinator	2			100,000
Physician's Assistant/Nurse Practitioner	1			120,000
Care Coordinator (SUD, Peer, etc)	4			144,213
Administrative Staff				
Quality Improvement Administrator	.5			15,750
Total Salaries				$746,803
Total Fringe Benefits (25%)				$186,701
Total Personnel Expenses (Salaries + Fringe Benefits)				**$933,504**

B. Operation Expenses

Line Item			Total
Occupancy expenses			45,000
Office expenses			19,500
Equipment expenses			1,500

Computer lab & IT support			18,000
Phone & Internet			18,000
Travel, transportation & mileage for staff/volunteers			45,000
Professional Services			1,500
Insurance			3,600
Training			4,500
Total Operation Expenses			**156,600**

C. Indirect Expenses			
	10.69%		**Total**
Total Indirect Expenses			**$107,042**
Total			**$1,197,146**

Client Support Funds (9/1/2024 – 6/30/2025)	
Client Supports	**$125,000**

EXHIBIT B-2: FISCAL MONITORING REPORT								
Vendor Name: Bay Area Community Services								
Contract#: 04079-25								
July 1, 20YY - June 30, 20YY								
Line Item	FY 20YY/YY Approved Contract Budget	Budget Modification 1: Date mm/dd/yy	Budget Modification 2: Date mm/dd/yy	Revised Contract Budget	YTD Paid Invoices	% Used (YTD Paid Invoices/Revised Contract Budget)	Current Month Invoice: mm/yy	Contract Balance
Personnel								
Staff Member 1								
Staff Member 2								
Staff Member 3								
Staff Member 4								
Benefits								
Subtotal Personnel	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Operating Expenses								
Rent & Utilities								
Office Supplies & Materials								
Telephone/Communications								
Postage/Mailing								
Reproduction/Copying								
Travel								
Training/Conferences								
Other								
Subtotal Operating Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subcontractors								
Subcontractor 1								
Subcontractor 2								
Subtotal Subcontractors	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Indirect Costs								
Subtotal Indirect	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Grand Total Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Total Budget Balance								$ -

Exhibit B -3
Fee for Service Billing Rates
March 1, 2025-June 30, 2025

CPT and HCPCS

Exhibit B-3 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
PSYCHIATRIC ASSESSMENT (w/ medical eval) 60 mins **	90792	$1171.36
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$292.84
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	$487.99
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	$683.26
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	$917.53
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only)	99441	$156.14

Exhibit B-3 Psychiatrist Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Service time range: 5 to 10 min Reimbursement Rate: 8 min @ per min rate		
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 11-20 min Reimbursement Rate: 16 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$312.29
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 21-30 min Reimbursement Rate: 26 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$507.55
Medication Education and Support 15 mins	H0034	$292.84
Medication Refill 15 mins	MEDREFILL	$292.84
Injections (MD, PA, NP, RN) 15 mins, no add-on	96372	$292.84
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	$1171.36
PSYCHOTHERAPY FOR CRISIS Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$1074.91
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$585.69

Exhibit B-3 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)	$1171.36 $585.69
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).	T2024	$292.84
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins)	96127	$1171.36
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$292.84
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$292.84

Exhibit B- 3 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	$582.48
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$145.62
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	$242.67
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	$339.77
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	$456.26
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 5 to 10 min Reimbursement Rate: 8 min @ per min rate	99441	$77.65

Exhibit B- 3 Nurse Practitioner Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 11-20 min Reimbursement Rate: 16 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$155.29
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 21-30 min Reimbursement Rate: 26 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$252.39
Medication Education and Support 15 mins	H0034	$145.62
Injections (MD, PA, NP, RN) 15 mins, no add-on	96372	$145.62
Medication Refill 15 mins	MEDREFILL	$145.62
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	$582.48
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$504.82
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$291.25
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)	$582.48 $291.25

Exhibit B- 3 Nurse Practitioner Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
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	$145.62
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins)	96127	$582.48
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$145.62
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$145.62
CASE CONFERENCE - Face to Face w/ Patient and/or Family 30+ mins	99366	$291.25
CASE CONFERENCE - Face to Face w/o Patient and/or Family 30+ mins	99368	$291.25

Exhibit B-3 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	$525.36
COMPREHENSIVE MEDICATION SERVICE (Established Patient) Service time range: 10-19 min Reimbursement Rate: 15 mins @ per min rate	99212	$131.34
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	$218.86
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	$306.44
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	$411.53
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 5 to 10 min Reimbursement Rate: 8 min @ per min rate	99441	$70.03

Exhibit B-3 Physician Assistant Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 11-20 min Reimbursement Rate: 16 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$140.06
COMPREHENSIVE MEDICATION SERVICE (Telephone- Audio Only) Service time range: 21-30 min Reimbursement Rate: 26 min @ per min rate Note: Code will crosswalk in Avatar to appropriate CPT code for billing based on duration.	99441	$227.64
Medication Education and Support 15 mins	H0034	$131.34
Injections (MD, PA, NP, RN) 15 mins, no add-on	96372	$131.34
Medication Refill 15 mins	MEDREFILL	$131.34
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	$525.36
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$455.31
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$262.68
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)	$525.36 $262.68

Exhibit B-3 Physician Assistant Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
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	$131.34
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$525.36
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$131.34
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$131.34
CASE CONFERENCE - Face to Face w/ Patient and/or Family (minimum of 30+ mins or more)	99366	$262.68
CASE CONFERENCE - Face to Face w/o Patient and/or Family (minimum of 30+ mins or more)	99368	$262.68

Exhibit B-3 Registered Nurse Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Medication Education and Support 15 mins	H0034	$118.95
NURSING ASSESSMENT/EVALUATION (15 mins)	T1001	$118.95
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins)**	96127	$475.80
Injections (MD, PA, NP, RN) 15 mins, no add-on	96372	$118.95
Medication Refill 15 mins	MEDREFILL	$118.95

Exhibit B-3 Registered Nurse Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Oral Medication Administration – 15 mins	H0033	$118.95
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	$118.95
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$118.95

Exhibit B- 3 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	$471.09
ADD-ON CODE FOR PSYCHOLOGICAL TESTING (each additional minimum of 60 min)	96131	$471.09
PSYCHOLOGICAL TESTING - ADMINISTRATION (PSYCHOLOGIST) 30 mins	96136	$235.54
ADD-ON CODE FOR PSYCHOLOGICAL TESTING ADMINISTRATION (each additional minimum of 30 mins)	96337	$235.54
ASSESSMENT OF APHASIA, 60 min *	96105	$471.09
DEVELOPMENTAL SCREENING, 15 MINUTES *	96110	$117.77
DEVELOPMENTAL TESTING, 60 min	96112	$471.09
ADD-ON CODE FOR DEVELOPMENTAL TESTING (30 mins - minimum of 16 mins for first additional unit)	96113	$235.54
NEUROBEHAVIORAL STATUS EXAM, 60 min	96116	$471.09
ADD-ON CODE FOR NEUROBEHAVIORAL STATUS EXAM (each additional minimum of 60 min)	96121	$471.09
STANDARDIZED COGNITIVE PERFORMANCE TESTING, 60 min *	96125	$471.09
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$471.09

Exhibit B- 3 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
NEUROPSYCHOLGICAL TESTING EVALUATION, 60 mins	96132	$471.09
ADD-ON CODE FOR NEUROPSYCHOLGICAL TESTING EVALUATION (additional 60 min - minimum of 31 mins for first additional unit)	96133	$471.09
ASSESSMENT (Licensed/Registered/Waivered) 60 mins **	90791	$471.09
ASSESSMENT (COLLATERAL) - Licensed/Registered/ Waivered) 60 mins **	90791COL	$471.09
MH ASSESSMENT (Non-physician) 15 mins	H0031	$117.77
MH ASSESSMENT (COLLATERAL) - Non-physician 15 mins	H0031COL	$117.77
PSYCH EVAL OF EXT RECORDS: 60 mins *	90885	$471.08
INDIVIDUAL THERAPY Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832	$235.54
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	$353.31
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	$471.09
FAMILY THERAPY - W/ CLIENT 50 mins **	90847	$392.57
MULTIPLE-FAMILY GROUP THERAPY 43-84 min *** (84 mins)	90849	$118.64

Exhibit B- 3 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
GROUP PSYCHOTHERAPY 50 mins. ***	90853	$87.24
GROUP REHABILITATION 15 mins.	H2017G	$26.17
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$26.17
Case Conference Face to Face w/o Patient and/or Family (minimum of 30 mins or more)	99368	$235.54
Case Conference Face to Face w/ Patient and/or Family (minimum of 30 mins or more)	99366	$235.54
INDIVIDUAL REHAB 15 mins	H2017I	$117.77
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$117.77
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$117.77
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	$117.77
TCM (COLLATERAL) 15 mins	T1017COL	$117.77
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$117.77
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$408.28
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$235.54
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$117.77
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	$117.77

Exhibit B- 3 Psychologist- Psy D, Unlicensed, Waivered Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
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	$117.77
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	$26.17
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-3 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	$322.80
ASSESSMENT (COLLATERAL) - Licensed/Registered/ Waivered) 60 mins *	90791COL	$322.80
MH ASSESSMENT (Non-Physician) 15 mins	H0031	$80.70

Exhibit B-3 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
MH ASSESSMENT (COLLATERAL) - Non-Physician 15 mins	H0031COL	$80.70
PSYCH EVAL OF EXT RECORDS: 60 mins *	90885	$322.80
INDIVIDUAL THERAPY Service time range: 16-37 min Reimbursement Rate: 30 mins @ per min rate	90832	$161.40
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	$242.09
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	$322.79
FAMILY THERAPY - W/ CLIENT 50 mins **	90847	$268.99
MULTIPLE-FAMILY GROUP THERAPY 43-84 min *** (84 mins)	90849	$100.42
GROUP PSYCHOTHERAPY 50 mins. ***	90853	$59.78
INDIVIDUAL REHAB 15 mins	H2017I	$80.70
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$80.70
GROUP REHABILITATION 15 mins.	H2017G	$17.93
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$17.93
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$80.70

Exhibit B-3 LPHA & LPHA Student Trainees Provider Codes

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$80.70
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$80.70
TCM (COLLATERAL) 15 mins	T1017COL	$80.70
Case Conference Face to Face w/ Patient and/or Family (minimum of 30+ mins or more)	99366	$161.40
Case Conference Face to Face w/o Patient and/or Family (minimum of 30+ mins or more)	99368	$161.40
BRIEF EMOTIONAL/BEHAVIORAL ASSESSMENT – per standardized instrument (60 min – minimum of 31 mins) **	96127	$322.80
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$80.70
PSYCHOTHERAPY FOR CRISIS, Service time range: Minimum of 30-74 min Reimbursement Rate: 52 mins	90839	$279.75
AUTO ADD-ON CODE FOR PSYCHOTHERAPY FOR CRISIS (each additional minimum of 30 mins)	90840	$161.40
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	$80.70
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	$80.70

Exhibit B-3 LPHA & LPHA Student Trainees Provider 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	$17.93
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-3 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	$60.71
MH ASSESSMENT (COLLATERAL) - Non-physician 15 mins	H0031COL	$60.71
INDIVIDUAL REHAB 15 mins	H2017I	$60.71
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$60.71
GROUP REHABILITATION 15 mins.	H2017G	$13.50
GROUP REHABILITATION (COLLATERAL) 15 mins.	H2017GCOL	$13.50
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$60.71
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$60.71
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$60.71
TCM (COLLATERAL) 15 mins	T1017COL	$60.71
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$60.71
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 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	$14.17
Self-help/Peer Services 15 mins	H0038	$63.75
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-3 -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	$60.71
MH ASSESSMENT (COLLATERAL) - Non-physician15 mins	H0031COL	$60.71
INDIVIDUAL REHAB 15 mins	H2017I	$60.71
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$60.71
GROUP REHABILITATION 15 mins	H2017G	$13.50
Group Rehab - Collateral	H2017G COL	$13.50
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$60.71
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER 15 mins	T1017	$60.71
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	$60.71
TCM (COLLATERAL) 15 mins	T1017COL	$60.71
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	$60.71
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-3 - Licensed Vocational Nurse

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Medication Education and Support 15 mins	H0034	$62.49
Injections (LVN) – 15 min	H0034INJ	$62.49
Oral Medication Administration – 15 mins	H0033	$62.49
PLAN DEVELOPMENT (non-physician) 15 mins	H0032	$62.49
INDIVIDUAL REHAB 15 mins	H2017I	$62.49
INDIVIDUAL REHAB (COLLATERAL) 15 mins	H2017COL	$62.49
GROUP REHABILITATION 15 mins.	H2017G	$13.88
Group Rehab - Collateral	H2017G COL	$13.88
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CAREGIVER15 mins	T1017	$62.49
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER15 mins	NT1017	$62.49

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 $17.93 per 15 minutes per participant ($80.70/4.5).

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

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.

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.

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 $577,780.80.

2. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-1.

3. NATIONAL VOTER REGISTRATION

Contractor represents that Contractor is knowledgeable of the National Voter Registration Act (NVRA) of 1993 in matters relating to providing voter registration services to any and all consumers who utilize public assistance and/or disability services in the County of Solano. Contractor and shall abide by its requirements.

EXHIBIT D-1

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

Bay Area Community Services

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

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

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

    a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

    b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

    c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or

destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:

   a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.

   b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

   c. As required by law.

   d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

   e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclose Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in

assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENTOF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, Contractor shall promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-3198 and hss-compliance@solanocounty.com or through the online reporting portal at https://solanocounty.cqs.symplr.com/Portal and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the County requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to

prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information in possession of subcontractors or agents of Contractor.

3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

XIV. QUALIFIED SERVICE ORGANIZATION

To the extent that Contractor is also considered a Qualified Service Organization ("QSO"), with access to protected substance abuse treatment information, this Agreement shall be considered a Qualified Services Organization Agreement as required by 42 C.F.R. Part 2, and Contractor agrees to the following:

1. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from County, Contractor is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records, 42. C.F.R. Part 2.

2. If necessary, Contractor will resist in judicial proceedings any efforts to obtain access to protected substance abuse information, including patient identifying information related to substance use disorder

diagnosis, treatment, or referral for treatment, except and unless access is expressly permitted under 42 C.F.R. Part 2. (See 42 C.F.R. § 2.12(c)(4).)

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Jamie Almanza	Date 09/26/2024 04:06 PM EDT
Official's Name (type or print) CEO	94-1708069
Title	Federal Tax ID Number