COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **PROMESA BEHAVIORAL HEALTH** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Promesa Behavioral Health is a short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS
EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement,

insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

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

VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

   a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

   b. A history of loss of license or felony convictions;

c. A history of loss or limitation of privileges or disciplinary activity;

d. A lack of present illegal drug use; and

e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation

(FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

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

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any

BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

   a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

   b. They consider the needs of the clients;

   c. They are adopted in consultation with contracting health care professionals; and

   d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

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

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Incentive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   a. Complete written description of event including outcome;

   b. Written report of CONTRACTOR's investigation and conclusions;

   c. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

J. Client Informing Materials

1. Basic Information Requirements

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

shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

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

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

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

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

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

4. Provider Directory

a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically

available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.

d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to

sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XIV. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XV. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this

Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each

subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. BUDGET

CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

XVII. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XVIII. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

C. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;

3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XX. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;

4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XXI. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XXII. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXIII. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement.

Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law

retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXIV. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Melanie Rhodes, LMFT, LPCC, CCISM Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 796-1742	Lisa Weigant, MA, CFO Promesa Behavioral Health 7120 N. Marks Avenue, #110 Fresno, CA 93711 (559) 439-5437 ext. 593

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**PROMESA BEHAVIORAL HEALTH**
By: _____ Elsa M. Jimenez, Director of Health Services	By: Signed by: Lisa Weigant 91C2F9ED6138436... (Signature of Chair, President, or Vice-President)*
Date: _____	**Lisa Weigant, Chief Executive Officer** Name and Title
Approved as to Form[1] By: DocuSigned by: Kevin Serrano CF464EA4829E4B6... County Counsel	Date: 2/6/2025
Date: 2/14/2025	
Approved as to Fiscal Provisions[2] By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Auditor/Controller	By: Signed by: Erlan Zuniga 89640DDF9BE04A5... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: 2/14/2025	**Erlan Zuniga, Chief Financial Officer** Name and Title
Approved as to Liability Provisions[3] By: _____ Risk Management	Date: 2/6/2025
Date: _____	

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.
   i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
   ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
   iii. Provide notification to COUNTY of any hospitalization.

III. OUTCOME OBJECTIVES

A. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
B. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
C. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

IV. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to four (4) youth, per fiscal year. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

Services shall be coded under Avatar program Name/Code

	Address	**Code**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):

The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	**Address**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**

Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

V. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	4
2025-2026	4

VI. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated

funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.
A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

IX. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

X. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

XI. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
    a. Total number of children/youths served
    b. Number of CFT meetings attended per quarter
    c. Number of children/youths who have returned to lower levels of care
    d. Report on each Outcome Objective in Section III.

XII. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

XIII. SERVICE PROVISIONS

A. Certification of Eligibility

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

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
   a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

   b. The client has at least one of the following:

      a. A significant impairment,

      b. A reasonable probability of significant deterioration in an important area of life functioning,

      c. A reasonable probability of not progressing developmentally as appropriate, or

      d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
   e. The client's condition listed above is due to one of the following:

      a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental

Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

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

c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time-of-service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other

providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

   b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

XIV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client’s medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR’s providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of

Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment

provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be reimbursed the following negotiated rates for services. Rendering Staff Type shall provide services according to the Monterey County Behavioral Health Specialty Mental Health Services Documentation Manual, Scope of Practice.

CONTRACTOR may exceed units by clinician within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$36,426** for **FY 2024-2026** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00

Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

Fiscal Year (FY) 2025-26					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this

Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

   CONTRACTOR shall submit via email a monthly claim using Exhibit G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this

Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$36,426.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$18,213.00
July 1, 2025 to June 30, 2026	$18,213.00
TOTAL MAXIMUM COUNTY OBLIGATION:	**$36,426.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to

that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program

oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other

applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly

Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

(The remainder of this page is left intentionally blank)

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:
Lisa Weigant
91C2F9ED6138436...
Signature of Authorized Representative

2/6/2025
Date

Promesa Behavioral Health
Business Name of Contractor

Lisa Weigant
Name of Authorized Representative (printed)

Chief Financial Officer
Title of Authorized Representative

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons.

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Promesa Behavioral Health	
Name of Designee	Lisa Weigant	
Title of Designee	Chief Executive Officer	
Street: 7120 N. Marks Avenue, Suite #110		
City: Fresno	State: CA	Zip: 93711
IRS Employer Identification Number	77-0174896	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signed by: Lisa Weigant 91C2E9ED6138436... CEO Signature & Title of Contractor	Date 2/6/2025	

EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Promesa Behavioral Health
Contractor (Organization Name)

Signed by:
Lisa Weigant
91C2F9ED6138436...
Signature of Authorized Representative

Lisa Weigant
Name of Authorized Representative

2/6/2025
Date

Chief Executive Officer
Title of Authorized Representative

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **September 3, 2024** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **Promesa Behavioral Health** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504I(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by

45 C.F.R. § 164.504I(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504I(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410I, which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a

request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality,

availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504I(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 **Survival**. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Promesa Behavioral Health
Attn: Lisa Weigant, CEO
7210 N Marks Avenue, Suite 110
Fresno, CA 93711
Phone: (559) 439-5437 ext. 593

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 **Audit or Investigations**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

I. BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Lisa Weigant 91C2F9ED6138436...	By:
Print Name: **Lisa Weigant**	Print Name: **Elsa M. Jimenez**
Print Title: Chief Executive Officer	Print Title: Director of Health Services
Date: 2/6/2025	Date:

January, 2024

EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

EXHIBIT H: BUDGET AND EXPENDITURE REPORT

CONTRACTOR'S NAME

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year _____

Program Name: _____ **AVATAR Program(s):** _____

Unduplicated Number of Clients Served: _____ **Address:** _____

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service		Estimated Federal Financial Participation (FFP) Revenue
							$ -
				Approved Budget		Actual for 6 Months	Actual Year-to-Date
A. PROGRAM REVENUES							
Monterey County Funds (Monterey County's Use):							
Provisional Rates							
Estimated Federal Financial Participation (FFP)				$ -			
Cash Flow Advances							
						$ -	
Total Requested Monterey County Funds						$ -	$ -
Other Program Revenues							
TOTAL PROGRAM REVENUES (equals Allowable Costs)				$ -		$ -	$ -
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.							
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.							
A. Mode Costs (Direct Services)				Approved Budget		Actual for 6 Months	Actual Year-to-Date
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)							

2	Payroll taxes				
3	Employee benefits				
4	Workers Compensation				
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
6	Temporary Staffing				
7	Flexible Client Spending (please provide supporting documents)				
8	Travel (costs incurred to carry out the program)				
9	Employee Travel and Conference				
10	Communication Costs				
11	Utilities				
12	Cleaning and Janitorial				
13	Maintenance and Repairs - Buildings				

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
14	Maintenance and Repairs - Equipment			
15	Printing and Publications			
16	Memberships, Subscriptions and Dues			
17	Office Supplies			
18	Postage and Mailing			
19	Medical Records			
20	Data Processing			
21	Rent and Leases - equipment			
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)			
23	Taxes and assessments (Please identify the property address and method of cost allocation)			
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)			
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)			
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
27	Miscellaneous (please provide details)			
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
29	**Total Mode Costs**	**$ -**	**$ -**	**$ -**
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.			

30	Salaries and Benefits			
31	Supplies			
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
34	**Total Administrative Costs**	**$ -**	**$ -**	**$ -**
35	**TOTAL DIRECT COSTS**	**$ -**	**$ -**	**$ -**

II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	**Approved Budget**	**Actual for 6 Months**	**Actual Year-to-Date**
36	Equipment (purchase price of less than $5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
		Approved Budget	**Actual for 6 Months**	**Actual Year-to-Date**
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**

63 Total Allowable Costs		$ -	$ -	$ -
COST REPORT INFORMATION:				
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of $5000 or more)			
67	Total	0		

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Sample: Social Worker	$ 45,000	0.75	$ 33,750
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Total Salaries and Wages			$ -

EXHIBIT I: AUDITS AND AUDIT APPEALS

I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

   1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

   2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

   3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

    a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

    b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. **Federal Telehealth Law**

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."