AGREEMENT BETWEEN COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY AND SIERRA MENTAL WELLNESS GROUP
FISCAL YEAR 2019-2020

This Independent Provider Agreement ("Agreement") is made and entered into this 1st day of July, 2019, by and between Glenn County, a political subdivision of the State of California, by and through its Health and Human Services Agency County Division ("County"), and Sierra Mental Wellness Group ("Provider").

RECITALS:

A. County has determined that it is desirable to retain Provider to provide after hours crisis services; and

B. Provider represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. County desires to retain Provider to perform the proposed services pursuant to California Welfare and Institutions Code (Section 5600 et seq.).

County and Provider agrees as follows:

AGREEMENT:

1. Definitions.

A. “Beneficiaries” means Medi-Cal eligible individuals who are requesting mental health treatment or receiving mental health treatment. This may include non-Medi-Cal eligible individuals who are in crisis as determined by the County.

B. “Provider” means a contracted individual, group or organization who provides mental health services to Glenn County mental health consumers.

C. “Specialty Mental Health Services” means rehabilitative services which include mental health services, medication support services, day treatment intensive, day treatment rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential treatment, therapeutic behavioral services and psychiatric health facility services.

2. Scope of Services.

Pursuant to Government Code Section 31000, County retains Provider to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference ("Services").
3. **Term.**

Services under this Agreement shall commence on July 1, 2019, and shall continue until *June 30, 2020*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement. This Agreement may, upon mutual agreement between the parties and according to the terms and conditions of the existing Agreement, be renewed in one (1) year intervals for a maximum total term of three (3) years.

4. **Compensation.**

A. The compensation to be paid by County to Provider for the professional services described in Exhibit “A” shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference, and as amended for each fiscal year to reflect any rate increases.

B. To the extent that Provider is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the Glenn County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with Glenn County’s Travel and Business Expense Policy contained in Title 7 of the Glenn County Administrative Manual.

C. The maximum compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred seventy-eight thousand five hundred forty-four dollars ($178,544.00). County shall make no payment to Provider in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Provider agrees to testify at County’s request if litigation is brought against County in connection with Provider’s work. Unless the action is brought by Provider or is based upon Provider’s negligence or intentional tortious conduct, County will compensate Provider for the testimony at the current hourly rate of Provider’s employee.

5. **Reimbursement for Services.**

A. County will bill the Medi-Cal program on behalf of Provider for services rendered to Medi-Cal beneficiaries, which are within the scope of Medi-Cal covered services, using the provider number assigned by the Medi-Cal program to Provider.

B. Payment will be authorized for valid claims for Specialty Mental Health Services if:

(i) Services were pre-authorized by the Access Team, Utilization Review Committee of the County; however, Specialty Mental Health Services provided to a Beneficiary with an emergency psychiatric condition do not require preauthorization.
(ii) Services were delivered by Provider and were within the range of pre-selected service codes allowed by scope of practice and contract agreement(s).

(iii) Beneficiary was Medi-Cal eligible at the time services were provided. Following the initial authorization, it is the Provider’s responsibility to ensure that services are provided to eligible Beneficiaries. Medi-Cal Beneficiaries who become ineligible for Medi-Cal benefits during an authorization period may continue to receive services; however, the Provider must notify the Beneficiary and County that eligibility has changed. The County will determine the best treatment plan which may include authorizing continued services to ensure continuity of care and minimizing disruption of services or transition of the Beneficiary back to the County as appropriate.

(iv) Payment shall be made to Provider only after Provider submits to County a fully itemized billing statement showing the unbundled services performed along with all documentation such as assessments, progress notes, treatment plans, etc. Provider shall submit the statement of services rendered to Glenn County Health and Human Services Agency, P. O. Box 611, Willows, CA 95988, or by e-mail to GCHHSA Accounts Payable gchhsaaccountspayable@countyofglenn.net within 45 days after the end of the month.

(v) On the day of discharge, Provider will make best efforts to discharge Beneficiary by 1:00 p.m.

(vi) Reimbursement rate(s) shall be considered payment in full and are subject to Third Party Liability and Beneficiary share of cost. The County will only reimburse the difference between the County services rate(s) and the payment amount by the primary payer, minus the share of cost. The total reimbursement will conform with Provider’s fee schedule as described in Exhibit B, attached hereto and incorporated herein by reference, and as amended for each fiscal year to reflect any rate increases.

(vii) Reimbursement to Provider for claims submitted timely, as defined in Section 6 of this Agreement, is in arrears within 45 days after receipt and verification of Provider’s invoice by County.

(viii) The County will not pay for any session for which a Beneficiary fails to show.

C. Re-Authorization.

(i) Re-authorization is required to continue services beyond the initial authorization period for each Beneficiary. Re-authorization is required if services continue beyond three months and shall be required every three months thereafter. Payment will be approved for valid claims for Specialty Mental Health Services when re-authorization is complete prior to the delivery of continued services.
(ii) Re-authorization must be requested by using the County Re-Authorization form.

(iii) Providers are to submit re-authorization requests in advance to avoid disruption in services.

(iv) Requests for re-authorization of services may be mailed or faxed to:

Glenn County Mental Health Services
Attn: Quality Assurance Unit
242 N. Villa Avenue
Willows, California 95988
Tel: (530) 934-6582
Fax: (530) 934-6592

D. On or before October 30th of each fiscal year covered by this Agreement, Provider shall provide to County a cost report pursuant to the provisions of the Cost Reporting and Data Collection Manual. As soon as practical thereafter, the rates referred to in this Agreement shall be adjusted to reflect the actual costs by means of the Cost Reporting Data Collection (CR/DC) System in use by the Fiscal Systems Division of the California State Department of Health Care Services. This Cost Report will establish the final basis upon which Provider will be paid for services provided during the term of this Agreement. If Provider has overcharged County, Provider will return to County any amounts owed.

E. If any claims for services for a Medi-Cal Beneficiary are deemed invalid or denied as a result of internal or external audits, system reviews, chart reviews, or utilization reviews, the County may recoup from Provider reimbursement for the amount paid to Provider for the invalid or denied claims, including interest and penalties as authorized by law. Provider shall reimburse County within 30 days receipt of written notice of overpayment.

F. Overpayments.

(i) The Provider shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. §438.608(c)(3).)

(ii) The Provider shall implement and maintain arrangements or procedures that include provision for the suspension of payments to the Provider for which the Provider, or County, determines there is a credible allegation of fraud. (42 C.F.R. §438.608(a)(8) and 455.23.)

(iii) Provider shall return any overpayment to the County within sixty (60) calendar days after the date on which the overpayment was identified.
6. Claims.

Provider shall submit claims with a copy of the authorization documents attached, in the form and format specified by County. All claims must be submitted to County no later than forty-five (45) days after the month services were provided. Provider shall bill the Beneficiary for authorized share of cost before requesting payment from County. Each claim for reimbursement will be for one member only and must include the name of the Beneficiary, type of service provided by County service code, date of services and duration of service. County may deny payment for claims submitted beyond forty-five (45) days of the service month. Each claim is subject to audit for compliance with State and Federal Regulations.

7. Notice.

Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to County:**
Glenn County Health and Human Services Agency  
Attn: Administration  
P.O. Box 611  
Willows, CA 95988  
Phone: (530) 934-1439  
Fax: (530) 934-6521  
Email: admin@countyofglenn.net

Invoices may be submitted by email to: gchhsaccountspayable@countyofglenn.net

**If to Provider:**
Mary O’Mara  
Sierra Mental Wellness Group  
406 Sunrise Ave., Suite 300  
Roseville, CA 95661  
Tel: (916) 783-5207  
Email: maryo@sierramentalwellness.org

Notice shall be effective upon receipt.

8. Bankruptcy.

Provider shall immediately notify County in the event that Provider ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding
under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

   A. It is understood and agreed, and is the intention of the parties hereto, that Provider is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Provider herein. Provider shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Provider shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Provider’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Provider is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Provider shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

   B. In the event that the Provider’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Provider agrees to indemnify County and hold County harmless for any and all damages, costs, or taxes imposed pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Provider under this Agreement any amount which may have been required to be withheld by law.

   C. In the event that the Consultant’s activities under this Agreement, or any of them, are found by the California Public Employee’s Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

10. Licensing Requirements.
   A. Provider shall comply with all required county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Provider shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9 and Title 22 of the
California Administrative Code, Title XIX of the Social Security Act, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters. Provider and sub-contractors are required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services. Provider certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).

B. Provider shall abide by CFR, Title 42, Sections 1128 and 1128A. County will verify monthly that Provider is not on the Office of Inspector General’s Exclusion List prior to billing. At any time during the contract term, if the Provider is found to be on the Exclusion List, this contract shall be terminated immediately, billing will not be processed and invoice(s) will not be paid.

C. Provider shall abide by CFR, Title 42, Sections 438.214 and 438.610. County will verify that Provider has proper certification prior to processing the contract. After contract has been processed, Provider will be held responsible for recertification in a timely manner.

D. Provider shall furnish County within thirty (30) days of execution of this Agreement:
   (i) Program Schedule;
   (ii) Treatment Staff Roster (including license number or evidence of credentialing); and
   (iii) NPI and Taxonomy Code numbers will be required for the facility and staff.

   If the above is not provided within thirty (30) days of execution of this Agreement, County shall have no obligation to make any payment for services rendered.

11. Authority of Provider.

   It is understood that Provider shall possess no authority with respect to any County decision. County is responsible for and shall make all governmental decisions related to work of Provider.

12. Subcontracting and Assignment.

   Provider shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

13. Indemnification.
To the fullest extent permitted by law, Provider shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Provider or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert Providers or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Provider, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of County, its officers, and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by County. To the extent there is an obligation to indemnify under this paragraph, Provider shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Provider’s negligence, recklessness, or willful misconduct.


A. Insurance Requirements. Without limiting Provider’s indemnification of the County, Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Provider, Provider’s agents, representatives, employees, and sub-contractors. At the very least, Provider shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Provider shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Provider agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Provider shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are
licensed to sell insurance and who possess a Best rating of A or higher. However, Workers’ Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Provider or Provider’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Provider to fulfill the requirements of this Agreement, and coverage shall be provided for “any auto”, code 1 as listed on the Acord form “Certificate of Insurance.”

(iii) Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Provider shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language. If Provider has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Provider and Provider’s employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Provider shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section.
and name Provider as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Provider.

15. Professional Services.
   A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner, and according to the professional standards observed by a competent practitioner of the profession, in which Provider and any subcontractors are engaged. Provider shall, while engaged in the provision of services under this agreement, comply with the Glenn County Department of Health and Human Services Agency’s Code of Conduct which is attached hereto as Exhibit “C” and incorporated herein by this reference.

   B. Provider represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Provider’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Provider from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

   C. Provider shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 4 may be reduced to account for such nonperformance.

   A. Provider shall be solely responsible for the quality and accuracy of its work and the work of its Providers performed in connection with this Agreement. Any review, approval, or concurrence therewith by County shall not be deemed to constitute acceptance or waiver by County of any error or omission as to such work.

   B. Provider shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Provider of any defect in Provider’s performance.

17. Audit.
   The following audit requirements apply from the effective date of this Agreement until three years after County’s last service to client:

   A. Provider must maintain records for ten (10) years from the date of last service to clients, or until all State audits are complete, whichever is later, except that records of minors who are not emancipated shall be kept not less than ten (10) years after the minor has reached the age of eighteen (18) years. Provider shall contractually require
that all of Provider’s subcontractors performing work called for under this Agreement also keep and maintain such records.

B. Provider shall allow County’s authorized representatives, reasonable access during normal business hours to inspect, audit, and copy Provider’s records as needed to evaluate and verify any invoices, payments, and claims that Provider submits to County or that any payee of Provider submits to Provider in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-provider files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

C. County and Provider shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

18. Publication of Documents and Data.

Provider may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either County or Provider.

19. Disclosures.

A. Pursuant to 42 C.F.R. § 455.104, Provider must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101.

B. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Provider, and that interest equals at least 5% of Provider’s property or assets, then the Provider will make the disclosures set forth herein.

C. The Provider will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Provider may use the business address for any member of its Board of Directors.

D. The Provider shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Provider ownership or upon request of the Department on the Medi-Cal Provider
Disclosure Statement of Significant Beneficial Interests, which is attached hereto and incorporated herein as Exhibit E.

E. The Provider shall submit the disclosures below to the County regarding the Provider’s (disclosing entities’) ownership and control. The Provider is required to submit updated disclosures to the County before entering into or renewing contracts, within 35 days after any change in the Provider’s ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

F. Disclosures to be Provided:

   (i) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

   (ii) Date of birth and Social Security Number (in the case of an individual);

   (iii) Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

   (iv) Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other provider of the Provider as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

   (v) The name of any other disclosing entity in which the Provider has an ownership or control interest; and

   (vi) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

G. For each provider of the Provider, Provider shall provide the County with all disclosures before entering into a network provider contract with the County and annually thereafter and upon request from the County during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

H. Disclosures Related to Business Transactions – Provider must submit disclosures and updated disclosures to the County or HHS including information
regarding certain business transactions within 35 days, upon request. The following information must be disclosed:

(i) The ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(ii) Any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the 5-year period ending on the date of the request.

20. **Non-Discrimination**

A. During the performance of this agreement, Provider and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), or marital status. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Provider shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

B. Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Provider shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Provider will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

C. The Provider shall comply with the provisions of Section 504 of the Rehabilitation Act of 1978, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as
detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

21. **Termination.**

Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly approved by the Board of Supervisors. If this Agreement was not approved by the Board of Supervisors, and was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000).

22. **Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

23. **Compliance With Law.**

Provider shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

24. **HIPPA Business Associate Agreement.**

Provider, as a Business Associate of County, shall comply with, and assist County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), as outlined in Exhibit “D”.

If County becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, County will terminate the Agreement, or if not feasible; report the problem to the Secretary of Health and Human Services (“HHS”).

25. **Conflict With Laws or Regulations/Severability.**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
26. **Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

27. **Waivers.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. **Amendments.**

Any amendments to this Agreement shall be in writing and executed by both parties.

29. **Entire Agreement.**

This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Provider and supersedes all prior oral and written agreements and communications.

30. **Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

31. **Construction.**

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

32. **Non-Exclusive Agreement.**

Provider understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Provider, or to perform such services with County’s own forces.
IN WITNESS WHEREOF, County and GCOE have executed this agreement on the day and year set forth below.

SIERRA MENTAL WELLNESS GROUP

_______________________________________
Jon Kerschner, Executive Director
Sierra Mental Wellness Group

____________________
Date

COUNTY OF GLENN:

______________________________________
Scott H. DeMoss, County Administrative Officer
Glenn County, California

____________________
Date

Christine Zoppi, Director
Health and Human Services Agency

____________________
Date

APPROVED AS TO FORM:

____________________
William J. Vanasek, County Counsel
County of Glenn, California

Reviewed by: Glenn County Administrative Officer

HEALTH AND HUMAN SERVICES AGENCY:

Approved by Deputy Director of Administration

Approved by Director of Behavioral Health

Approved by Fiscal Manager

Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Code of Conduct
Exhibit D – Business Associates Agreement
Exhibit E -- Medi-Cal Provider Disclosure
EXHIBIT A

SCOPE OF SERVICES

RESPONSIBILITIES OF PROVIDER:

Mental Health Crisis Services

Service Standards

CONTRACTOR shall respond to, and complete, all Mental Health Crisis Evaluations for Glenn County residents requiring assessment for possible involuntary detention of mentally disordered persons- pursuant to W&I Section 5150 et seq. (“5150 Mental Health Crisis Evaluations”) between the hours of 5:00 p.m. and 8:00 a.m. Monday through Friday, 8:00 a.m. Saturday through 8:00 a.m. the following Monday, and from 8:00a.m. holidays to 8:00 a.m. the following morning. CONTRACTOR shall respond to all phone calls for crisis service via the Glenn County 24/7 Access line, providing both direct crisis services over the phone as appropriate, as well as call outs to the Glenn Medical Center (GMC) Emergency Room for face-to-face evaluations when necessary.

During the same hours noted above, CONTRACTOR shall provide other 24/7 Access line services including providing information about how Glenn County Behavioral Health beneficiaries may file a grievance or complaint, general information about access to outpatient services and referrals, as well as provide information about Out of Network Providers and Federal Continuity of Care requirements as necessary.

CONTRACTOR shall make all reasonable efforts to resolve crisis services at the lowest level of care, including resolving crisis services over the phone without going out for a face-to-face evaluation if possible and appropriate. Involuntary placement shall only be utilized as a last resort when all other crisis intervention and safety plan options are exhausted.

CONTRACTOR shall have a fully staffed, trained, and operational crisis team and begin providing crisis services no later than 3 months from the final execution of the contract. The COUNTY shall not be expected to continue contract payments after the initial 3 months from execution if the CONTRACTOR is not providing Medi-Cal reimbursable services. Staff coverage shall be as follows:

Monday through Friday (weekdays)

5:00pm to 8:00am

One (1) staff on call who will respond to calls from the 24/7 access line and/or to GMC. One (1) Licensed Supervisor to consult and lift 5150 holds as necessary

Weekends and Holidays (24 hour coverage)
8:00am Saturday to 8:00am Monday morning (weekends)
8:00am to 8:00am the following business day (holidays)

One (1) staff on call who will respond to calls from the 24/7 access line and/or to GMC. One (1) Licensed Supervisor to consult and lift 5150 holds as necessary

CONTRACTOR mental health crisis response on-call staff shall respond to GMC and begin the 5150 Mental Health Crisis Evaluation/Crisis Intervention Services within one hour of notification.

CONTRACTOR must ensure that the Supervisor of the Crisis Services is either licensed through the California Board of Behavioral Sciences or Board of Psychology.

**Training for W&I 5150 Mental Health Crisis Evaluations:**
All CONTRACTOR mental health crisis response staff will be certified by COUNTY to write a W&I 5150 Hold, and shall have received training in crisis evaluation prior to performing crisis response services.

All CONTRACTOR mental health crisis response staff shall be trained in Glenn County Emergency Response protocol and procedures and shall follow those protocols and procedures.

Licensed CONTRACTOR staff may lift a W&I 5150 hold previously written by law enforcement staff or a prior COUNTY or CONTRACTOR staff. Unlicensed CONTRACTOR staff must consult with a licensed staff prior to lifting a hold. CONTRACTOR will ensure that crisis evaluations conducted are in alignment with current Glenn County policies and procedures pertaining to crisis services.

**Placement and Roll-Over Procedures:**
CONTRACTOR staff must verify the client’s insurance coverage and arrange placement accordingly.

Medi-Cal must be verified by a copy of the Medi-Cal Eligibility Data System printout (MEDS), or by use of the Automated Eligibility Verification System (AEVS).

Clients who are Medi-Cal eligible must be placed into a Medi-Cal facility under contract with COUNTY or a facility that accepts Medi-Cal for payment, if possible and if appropriate to the client’s needs.

If a client has Medicare, CONTRACTOR shall attempt to determine, to the extent possible, if the client has bed days remaining through his/her Medicare coverage, and if so, shall attempt to transfer the client to a facility that accepts Medicare for payment.
CONTRACTOR mental health crisis response staff shall arrange for transfer, COUNTY on-call transportation staff, and/or secure transport provided as a benefit through Medi-Cal managed care plans to an appropriate facility once a client is placed on a W&I 5150 Hold.

CONTRACTOR mental health crisis response staff shall facilitate a smooth transition to the subsequent mental health crisis response staff and to the hospital by following established roll-over procedures.

**Documentation Standards for W&I 5150 Mental Health Crisis Evaluations:**

When evaluating a client for W&I 5150 criteria, the CONTRACTOR staff shall be responsible to complete the following documentation. All applicable documentation listed below must be completed prior to the end of a shift. The forms listed below must be completed prior to transferring the client to a psychiatric facility, if applicable:

- Emergency Services Note
- W&I 5150 Hold form - if the client meets W&I 5150 criteria
- Short-Doyle Inpatient Hospital Authorization, if applicable
- Releases of Information, if applicable
- Glenn County Behavioral Health Safety plan, if applicable
- Hospital Callout Checklist, if applicable

*Clinical documentation must be descriptive of symptoms and behaviors being observed and/or reported by collateral contacts.*

Service Requirements for Mental Health/Rehabilitative Services: In addition to Mental Health Crisis Evaluations/Interventions, CONTRACTOR may provide the following services in addition to the face-to-face crisis evaluations as a means of providing additional support to prevent further escalation of crisis:

Crisis Intervention: A service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, one or more of the following: assessment, collateral and therapy.

Crisis Intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in California Code of Regulations, Title 9, Sections 1840.338 and 1840.348.

CONTRACTOR may include the following services under Crisis intervention: The time for interviewing the individual, obtaining collateral information during the initial evaluation/assessment period and consultation with psychiatrist. Reviewing an individual record prior to conducting the initial evaluation to obtain specific information
pertaining to the presenting situation while observing the client, MUST be carefully documented to ensure appropriate billing practices. Documentation must include all contacts and include enough to justify the time.

Targeted Case Management/Brokerage: Activities provided by staff to access medical, educational, social, needed community services for eligible individuals. The identification and pursuit of resources necessary for the client to access service and treatment, including but not limited to: interagency and intra-agency consultation, communication, coordination, and referral to said necessary services or community resources, including discharge planning and placement services. This also includes monitoring service delivery to ensure an individual's access to community resources or other formal ancillary services, such as psychiatric appointments mentoring services, Court-Appointed special Advocate, etc.

Collateral: CONTRACTOR may bill for time spent obtaining additional collateral information that occurs after the initial mental health crisis evaluation and is not captured in the crisis assessment/evaluation services.

Mental Health Rehabilitation Services: CONTRACTOR crisis staff may provide rehabilitation services after determining an individual did not meet criteria for involuntary psychiatric hospitalization for the time spent in assisting client with skill development to assist with improving, maintaining, or restoring an individual's functional skills, daily living skills, social and recreational skills, grooming and personal hygiene skills, meal preparation, and support resources.

Documenting Services and Service Definitions: Each service listed above requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. Progress notes will primarily be written upon the Emergency Services Note. Each note must include the date of service, activity code, location of service, and duration (minutes) of service. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided.

Time used for progress note documentation shall be included in “duration of service” time recorded on CONTRACTOR'S progress note and monthly invoice: it is recognized that many services may be held in community settings and some billing for travel time is necessary as part of documentation. Driving time between Medi-Cal certified locations is not billable time.

CONTRACTOR shall submit a copy of original progress note documenting each service provided with submission of Mental Health Crisis Evaluations and include itemized services on invoices.

The CONTRACTOR may not bill for nor will be reimbursed by COUNTY for providing the following non-reimbursable service activities:
• Specialty Mental Health Services for which medical necessity criteria requirements are not met
• No service provided (i.e. missed appointment)
• Solely Academic/Educational services
• Solely Vocational services that have as a purpose actual work or work training
• Solely Recreation
• Solely Socialization
• Solely clerical, solely transportation (i.e., of a beneficiary to/from a service), or solely payee related activities
• Supervision of staff (including clinical internship, clinical hours, discipline, etc.)
• Personal care services (i.e. grooming, personal hygiene, assisting with medication, and meal preparation)

CONTRACTOR shall comply with all Medi-Cal charting and documentation standards. Every open case shall meet minimum medical necessity criteria, and this shall be reflected in the crisis evaluation. Progress notes shall contain all required components as specified herein and be reviewed by a clinical supervisor. Progress notes shall be completed by the end of the crisis shift for every billable service.

CONTRACTOR shall complete additional performance measures as requested by COUNTY. If possible, CONTRACTOR staff shall send a photocopy of the client's insurance card, Medi-Cal card, or verification of Medi-Cal along with the client in the packet for the psychiatric placement facility.

Performance Measures for W&I 5150 Mental Health Crisis Evaluations:
A minimum of 10% of completed W&I 5150 Mental Health Crisis Evaluations shall be reviewed on a monthly basis by the CONTRACTOR Clinical Supervisor or Manager to ensure all forms are completed correctly and the clinical work is appropriately documented (e.g.: mental status exam, diagnosis, etc.). This shall include a review of the entire packet of forms listed above the justification on the W&I 5150 Hold form to support the placement of a client in a psychiatric facility, and the thoroughness of the assessment in documenting the entire W&I 5150 Emergency Assessment process.

A minimum of 10% of completed progress notes related to providing crisis intervention services shall be reviewed on a monthly basis by the CONTRACTOR Clinical Supervisor or Manager to ensure all services are accurately documented in a manner that supports Medi-Cal reimbursement.

CONTRACTOR shall submit quarterly reports to the COUNTY that provide details of internal reviews (minimum of 10% review of both Mental Health Crisis Evaluations and Progress Notes documenting mental health services) including number of each type of service reviewed, findings from review, identified trends, and any systematic changes as a result of concerns raised through internal Quality Assurance reviews.
During the term of this agreement, Provider shall:

1. Provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by the County.
2. Not subcontract services specified in this contract.
3. Obtain authorization from the County in advance on all planned services to Beneficiaries.
4. Provider shall provide such services as are within the scope of Provider’s licensure by the State of California.
5. Provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Provider.
6. Serve Beneficiaries no less than the hours of operation offered to persons with commercial/private insurance.
7. Comply with all requirements contained in the Medi-Cal Provider Manual, which is available at: https://www.countyofglenn.net/sites/default/files/BehavioralHealth/GCMH%20Provider%20Manual%20Final%201-12-16_0.pdf. Upon written request, County will provide a paper copy.
8. Make all medically necessary covered Specialty Mental Health Services available in accordance with Cal. Code Regs. tit. 9, §§ 1810.345 and 1810.405, and 42 Code of Federal Regulations (C.F.R.) § 438.210 and shall ensure:
   a. The availability of services or ability to refer to services to address beneficiaries' emergency psychiatric conditions 24-hours a day, 7 days a week.
   b. The availability of services or ability to refer to services to address beneficiaries' urgent conditions as defined in Cal. Code Regs. tit. 9, § 1810.253, 24 hours a day, and 7 days a week.
   c. Timely access to routine services determined by the Provider to be required to meet beneficiaries' needs.
10. In accordance with 42 C.F.R. § 438.206(c)(1), the Provider shall comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:
   a. Meet and require its providers to meet California Department of Health Care Services standards for timely access to care and services, taking into account the urgency of need for services.
   b. Have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-MediCal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Provider shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Provider, or another Mental Health Plan.
   c. Take corrective action if there is a failure to comply with timely access requirements.
11. The Provider shall provide out-of-plan services in accordance with Cal. Code Regs. tit. 9, §§ 1830.220 and 1810.365. The timeliness standards specified in Cal.
Code Regs., tit. 9, § 1810.405 apply to out-of-plan services, as well as in-plan services.

12. The Provider shall provide a beneficiary’s choice of the person providing services to the extent feasible in accordance with Cal. Code Regs. tit. 9, § 1830.225 and 42 C.F.R. § 438.6(m).

13. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Provider shall not exclude a beneficiary solely on the grounds that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

14. Provider agrees to comply with County’s policies and procedures on advance directives and the Provider’s obligations for Physician Incentive Plans, if applicable based on services provided under this contract.

15. Provider agrees that County is responsible for monitoring the performance of Provider, and Provider agrees to provide a corrective action plan if deficiencies are identified.

16. Provider agrees to comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions.

17. Provider agrees that:
   a. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Provider that pertain to any aspect of services and activities performed, or in the determination of amounts payable under the County’s Contract with the State.
   b. The Provider will make available, for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees.
   c. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
   d. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Provider at any time.

18. Upon referral from the Glenn County Director of Mental Health, or designee, Provider will provide long-term and short-term residential care services to clients of the Glenn County Mental Health Services.

19. Be required to send to County copies of any monitoring reports that have been issued by any County, State or other funding agency.

20. Inform County of any grievances or complaints involving clients of County who are receiving treatment at Provider’s facility. Provider shall display the grievance or complaint process in order to inform client of said process. Provider shall report any grievances or complaints with resolution to County each calendar quarter.
21. Comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

22. Adhere to all statutes and regulations governing the confidentiality of records.

23. Maintain all patient records in compliance with all appropriate Federal, State and local requirements.

24. Comply with all Patients’ Rights statutes and regulations.

25. Insure that all patient admissions and length of stay requests comply with utilization review regulations.

26. Ensure that provider staff are trained on cultural competence no less than annually. Provider must submit proof of training for each provider staff to the County at least annually and upon request.

27. Comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

28. Adhere to all statutes and regulations governing the confidentiality of records.

29. Maintain all patient records in compliance with all appropriate Federal, State and local requirements.

30. Comply with all Patients’ Rights statutes and regulations.

31. Insure that all patient admissions and length of stay requests comply with utilization review regulations.
EXHIBIT B
SCHEDULE OF FEES

Contract will not exceed $178,544.00 per fiscal year.

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<tr>
<th>CRISIS SERVICES</th>
<th>Cost/Hr.</th>
<th>Hours/Unit</th>
<th>Budget</th>
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<tr>
<td>ON CALL</td>
<td>$ 4.37</td>
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<td>ON CALL (HOLIDAYS)</td>
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<td>ROLL OUT/FACE TO FACE</td>
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<td>AFTER HOURS ON CALL SUPERVISOR</td>
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<td>PROGRAM MANAGEMENT</td>
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<td><strong>SUBTOTAL PERSONNEL EXPENSES</strong></td>
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<td>$ 121,403</td>
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Fringe Benefits as % of Salaries 5% $ 6,070.17
Payroll Taxes as % of Salaries 13% $ 15,782

**TOTAL PERSONNEL EXPENSES**

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<tr>
<th>OTHER OPERATING EXPENSES</th>
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<tr>
<td>OUTSIDE TRAINING/CONSULTANTS</td>
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<td>TRAVEL COSTS (2 PPL * 2 DAYS – 3X PER YEAR – HOTELS &amp; MEALS)</td>
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<td>PERSONAL CAR MILEAGE</td>
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<td><strong>TOTAL OPERATING EXPENSES</strong></td>
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<td>$ 155,256</td>
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PROGRAM FACILITATION/ADMINISTRATION FEE 15% $ 23,288

**SUBTOTAL** $ 178,544

**TOTAL EXPENSES** $ 178,544
EXHIBIT C
CODE OF CONDUCT

Glenn County Health and Human Services Agency staff, Providers and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals, we;

➢ Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.
➢ Provide all services in accordance with applicable federal, state and county laws and regulations.
➢ Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department’s services, policies and procedures and fees we charge.
➢ Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.
➢ Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.
➢ Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Glenn County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.
➢ If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.
➢ Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Glenn, our department, its patients, clients or constituents.
➢ Do not use Glenn County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.
➢ Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.
➢ Will not solicit, advertise, or engage in personal business practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.
➢ Seek positive and cooperative relationships within Glenn County, our department, as well as with other government programs, vendors, Providers, community groups and industry to enhance services and resources available to the public.
➢ Ensure that all records in any medium are maintained in accordance with guidelines established by the Glenn County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.

➢ All department staff, Providers and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Glenn County and our departmental policies and procedures, and contractual obligations, as well as all laws and regulations. This includes statutes, regulations and guidelines applicable to state, county and federal healthcare programs, knowing that failure to comply with the above may potentially subject an employee to civil and criminal liability, sanctions, penalties or disciplinary action.

➢ Are obligated to report a violation of the Code of Conduct, county rules and regulations, departmental policies and procedures or other state or federal laws and regulations.

➢ Investigation of Suspected Non-Compliance

The Compliance Officer in consultation with County Counsel shall investigate every credible allegation, inquiry, complaint, or other evidence of non-compliant conduct. If the Compliance Officer’s investigation results in sufficient evidence of non-compliant conduct, the Compliance Officer will prepare a written report of findings that will be forwarded to the Compliance Committee for appropriate action. Corrective action can include, but is not limited to:

- Disciplinary action
- Termination of contract
- Suspension of billing
- Modification of the coding and billing system where necessary
- Adjustment of policies and procedures
- Engaging in steps necessary to reduce the error rate
- Training
- Increasing auditing and/or monitoring activity
EXHIBIT D

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Agreement ("Agreement").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. Compliance: Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 “HITECH”).

2. Independent Contractor: It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that Provider is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Provider agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.

3. Permitted Uses and Disclosures: Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate’s obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not
use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.

5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.

7. **Business Associate’s Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.

9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI
maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.

10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.

   a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

   b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County’s responsibility to prepare and deliver any such accounting requested.

   c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual’s authorization, or a copy of the written request for disclosure.

11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.

12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate’s obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if
termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate’s obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice 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, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**TERMINATION**

1. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.

2. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.

3. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.

4. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and
shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.

a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.

b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

AMENDMENT

Amendment to Comply with Law: The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

COUNTY OF GLENN

By: _____________________________
Christine Zoppi, Director
Health and Human Services Agency

BUSINESS ASSOCIATE

By: _____________________________
Representative
Outpatient Provider

The wording of this attachment, unless modified, is approved by Tami Hanni, HIPAA Privacy and Security Officer
Glenn County - Revision #4, December 17, 2009

EXHIBIT E

GLENN COUNTY MENTAL HEALTH PLAN
MEDI-CAL PROVIDER DISCLOSURE
STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS

Sierra Mental Wellness Group, BH881, FY 2019-2020
Pursuant to 42 C.F.R. § 455.104 and § 14022 of the Welfare and Institutions Code provides that no payment shall be made to a Medi-Cal provider or to any facility or organization in which he or his immediate family has a “significant beneficial interest” unless the provider has a statement on file disclosing his or the interest his immediate family has in other Medi-Cal providers to which they refer beneficiaries. The applicable section under Medi-Cal program regulations is Section 51466, Article 6, Chapter 3, subdivision 1 of Division 3 of Title 22 of the California Administrative Code.

33. **22 CA ADC § 51466. Disclosure of Significant Beneficial Interest**

A. A provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. Disclosures shall be accomplished by completing and submitting a Medi-Cal Personal Disclosure Statement of Significant Beneficial Interest form as provided by the Department.

B. A provider that fails to comply with (a) or that submits a false or incorrect disclosure shall be subject to a suspension from participation or payment under the Medi-Cal program.

**INSTRUCTIONS**

1. Every provider must complete this form.
2. Disclosure must be made for each member of the provider’s immediate family - spouse, parents, spouse’s parents, children, and spouses of children.
3. “Significant beneficial interest” means any financial interest that represents either five percent of the total interest or a value of $25,000 irrespective of the percentage ownership. How different types of interests are to be valued can be determined by referring to Section 51466.
4. If a provider has no “significant beneficial interest” in other providers, to which Medi-Cal recipients are referred, place “no interests” on the first line and sign the statement.
GLENN COUNTY MENTAL HEALTH PLAN
MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT
BENEFICIAL INTERESTS
(Page 2)

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<th>Tax Payer ID (or Social Security # and birthdate for Individual)</th>
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Do you or anyone else own 5% or more of this Contractor/Entity? (Sole Proprietors answer yes)

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If YES, please complete the following as to each of these individuals and any family members including spouse, sibling, children, or parents (Please attach additional sheets if needed)

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<th>Name of Provider in Which Interest is Held</th>
<th>Type of Provider</th>
<th>Address</th>
<th>Name of Relative(s) Who Holds The Interest</th>
<th>Relation</th>
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I hereby certify under penalty of perjury that all the above statements are true and correct to the best of my knowledge.

Signature_______________________________________  Date ______________________________

Sierra Mental Wellness Group, BH881, FY 2019-2020  pg. 34