

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: January 7, 2019	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Approval of County Certification of Network Adequacy Data and Documentation Submission

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Certification Documents

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: December 11, 2019
Date of Board Meeting: January 7, 2019

Requested Action: Approval of County Certification of Network Adequacy Data and Documentation Submission

Mandated by: 42 C.F.R. §§ 438.640 and 468.6060

Funding

Budgeted? Yes No

Revenue		Source(s)
Expenses		Budget attached
Difference		

Background Information: In accordance with Title 42 of the Code of Federal Regulations (C.F.R.), section 438.207, DHCS is required to certify to the Centers for Medicare and Medicaid Services that each Mental Health Plans network meets the Department of Health Care's Network Adequacy Standards. Each County's Chief Administrative Officer, or equivalent, must certify that the information submitted by the Mental Health Plan in their County is accurate, complete and truthful.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be in compliance.

**COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND
DOCUMENTATION SUBMISSION**

I, Jim Beard, hereby certify that I am the County Administrative Officer (CAO), or equivalent, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on January 7, 2020:

- Network Adequacy Certification Tool (NACT)
- Grievance and Appeals
- Language Line Utilization Chart
- Provider Directory
- MAPS
- Continuity of Care Report
- Timely Access
- Organizational Chart
- Ocskay Agreement

Printed Name: Jim Beard

Signature: _____

Title: Chairman, Sierra County Board of Supervisors

Date: January 7, 2020



Sierra County Health and Human Services

Social Services
P.O. Box 1019
Loyalton, CA 96118
202 Front Street
(530) 993-6720
Fax (530) 993-6767
Vickie Clark- Director

Public Health
P.O. Box 7
Loyalton, CA 96118
202 Front Street
(530) 993-6700
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Vickie Clark- Director

Behavioral Health
P.O. Box 265
Loyalton, CA 96118
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(530) 993-6746
Fax (530) 993-6759
Lea Salas- Director
Kathryn Hill- Clinical Director

**Human Services
Satellite Office**
P.O. Box 38
Downieville, CA 95936
22 Maiden Lane
(530) 289-3711
Fax (530) 289-3716

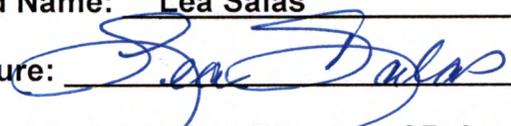
COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND DOCUMENTATION SUBMISSION

I, Lea Salas, hereby certify that I am the Director of Sierra County, or the Director's designee, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on January 7, 2020:

- Network Adequacy Certification Tool (NACT)
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Printed Name: Lea Salas

Signature: 

Title: Administrative Director of Behavioral Health

Date: December 12, 2019

Network Adequacy Certification Tool

Purpose:

The Department of Health Care Services (DHCS) will review, validate and certify the provider network of each Mental Health Plan (MHP), herein referred to as Plans. DHCS must ensure adequate access to appropriate service providers in accordance with Title 42 of the Code of Federal Regulations parts 438.207, 438.68 and 438.206(c)(1). The information will be used in the assurance of compliance with network adequacy requirements DHCS must send to the Centers for Medicare and Medicaid Services (CMS). In order to demonstrate network adequacy, Plans must submit a completed Network Adequacy Certification Tool (NACT).

DO NOT alter the NACT, such as adding columns, changing formats, revising drop-down options. Since the DHCS database requires uniform submission of data, alteration of the NACT will result in the rejection of the MHP's submission.

Submission:

Plans must upload electronic submissions* of the NACT and supporting documentation into their BHIS - CSI system account 'data exchange' folder, by the submission deadline established in the Information Notice. When submitting files, each plan must use the following naming convention:

NACT_(County Code)_MHP_(Plan Name)_(Fiscal Year)_(Submission Date)

• Example: NACT_05_MHP_Alameda_2018_040119

*Please contact NACTData@DHCS.ca.gov with any questions or to troubleshoot technical errors regarding the submission of the NACT or supporting documentation.

Enter Plan/County Information Below

	Instructions:
Plan Name: <u>Placer-Sierra MHP</u>	Enter the plan name associated with the Mental Health Plan
County: <u>Sierra</u>	Select the appropriate County
Plan Contact Name: <u>Kathryn Hill, LMFT</u>	Enter the name of plan's contact related to network adequacy certification
Plan Contact Phone: <u>530-993-6746</u>	Enter the contact's phone number
Plan Contact Email: <u>khill@sierracounty.ca.gov</u>	Enter the contact's e-mail address

Exhibit A-1: Organization

All Plans must complete and submit Exhibit A-1. For the purposes of network adequacy, Plans must complete Exhibit A-1 in reference to the county (Row #1) AND the Plan's subcontracted organizations. The term "Organization" refers to the parent organization and/or legal entity designation. Telehealth organizations must be included in this exhibit.

- Column B: Organizational Provider Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: Tax ID
- Column F: Provider Group Name/Affiliation
- Column G: Contract Effective Date

Column H: Contract Expiration Date

- Column I: Address
- Column J: Suite
- Column K: City
- Column L: State
- Column M: Zip Code

- Column N: Maximum Number of Medi-Cal Beneficiaries
- Column O: Current Number of Medi-Cal Beneficiaries
- Column P: Ownership Type
- Column Q: Name of CEO
- Column R: Name of CFO

Instructions:

- Enter the Organizational Provider's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the organization
- Enter the organization's Tax ID
- Enter the organization's Provider Group Name (if applicable)
- Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the organization's address (exclude suite or room number)
- Enter the organization's suite number (if applicable)
- Enter the organization's city
- Enter the organization's state abbreviation (e.g. CA)
- Enter the organization's 5-digit zip code
- Enter the maximum number of beneficiaries the Organizational/Group Provider will accept
- Enter the current number beneficiaries assigned to the Organizational/Group Provider
- Select the appropriate ownership type
- Enter the chief executive officer's name (if applicable)
- Enter the chief financial officer's name (if applicable)

Exhibit A-2: Site

All Plans must complete and submit Exhibit A-2. The term "site" refers to the physical location (i.e., clinic sites or satellite sites) where services are rendered to Medi-Cal beneficiaries. The "site" information must include county-owned and operated facilities and contracted network provider sites.

- Column B: Site Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: DEA Number
- Column F: Site County Location
- Column G: Address
- Column H: Suite
- Column I: City
- Column J: State
- Column K: Zip Code
- Column L: Provider Number

- Column M: Service Type - Mental Health Services
- Column N: Service Type - Targeted Case Management
- Column O: Service Type - Crisis Intervention
- Column P: Service Type - Medication Support
- Column Q: Service Type - Intensive Care Coordination
- Column R: Service Type - Intensive Home Based Services
- Column S: Service Type - Short Term Residential Therapeutic Programs
- Column T: Hours of Operation
- Column U: ADA Compliant for Physical Plant
- Column V: TDD/TTY Equipment Available
- Column W: Distance Between Site and Closest Public Transportation
- Column X: Telehealth Station/Equipment Available at Site
- Column Y: Language Capacity - Arabic

- Column Z: Language Capacity - Armenian
- Column AA: Language Capacity - Cambodian
- Column AB: Language Capacity - Cantonese
- Column AC: Language Capacity - English
- Column AD: Language Capacity - Farsi
- Column AE: Language Capacity - Hmong
- Column AF: Language Capacity - Korean
- Column AG: Language Capacity - Mandarin
- Column AH: Language Capacity - Other Chinese
- Column AI: Language Capacity - Russian
- Column AJ: Language Capacity - Spanish
- Column AK: Language Capacity - Tagalog

Instructions:

- Enter the Site's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the site
- Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)
- Select the appropriate County
- Enter the site's address (exclude suite or room number)
- Enter the site's suite number (if applicable)
- Enter the site's city
- Enter the site's state abbreviation (e.g. CA)
- Enter the site's 5-digit zip code
- Enter the Site's Provider Number
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if this site is a licensed STRTP provider
- Enter the number of hours the site is available to serve Medi-Cal beneficiaries per week
- Select Yes or No. If no, please submit proof of exemption
- Select Yes or No
- Select the appropriate distance
- Select Yes or No to indicate if the site has appropriate telehealth equipment available
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
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- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AL: Language Capacity - Vietnamese

Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AM: Language Capacity - American Sign Language (ASL)

Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AN: Language Line Available

Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language

Column AO: Other Language Services Available

Enter any other language services available

Exhibit A-3: Rendering Service Providers

All Plans must complete and submit Exhibit A-3. The term "rendering service provider" refers to the individual practitioner, acting within his or her scope of practice, who is rendering services directly to the beneficiaries. This includes individuals employed by the Plan, individuals employed by a contracted organization, individual members of a provider group, and individual practitioners rendering services through "fee-for-service" contracts with the Plan. Telehealth practitioners must be included in this exhibit.

Instructions:

Column B: Provider's Last Name

Enter the provider's last name

Column C: Provider's First Name

Enter the provider's first name

Column D: NPI Number - Type 1

Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1

Column E: NPI Number - Type 2

Enter the site's 10-digit National Provider Identifier (NPI) - Type 2

Column F: DEA Number

Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)

Column G: Contract Effective Date

Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.

Column H: Contract Expiration Date

Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.

Column I: Address

Enter the provider's address (exclude suite or room number). **NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.**

Column J: Suite

Enter the provider's suite number (if applicable)

Column K: City

Enter the provider's city

Column L: State

Enter the provider's state abbreviation (e.g. CA)

Column M: Zip Code

Enter the provider's 5-digit zip code

Column N: Provider Type - Licensed Psychiatrists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column O: Provider Type - Licensed Physicians

Select Yes or No to indicate provider type/discipline of each rendering provider

Column P: Provider Type - Licensed Psychologists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Q: Provider Type - Licensed Clinical Social Workers

Select Yes or No to indicate provider type/discipline of each rendering provider

Column R: Provider Type - Licensed Marriage and Family Therapists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column S: Provider Type - Registered Nurses

Select Yes or No to indicate provider type/discipline of each rendering provider

Column T: Provider Type - Certified Nurse Specialists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column U: Provider Type - Nurse Practitioners

Select Yes or No to indicate provider type/discipline of each rendering provider

Column V: Provider Type - Licensed Vocational Nurses

Select Yes or No to indicate provider type/discipline of each rendering provider

Column W: Provider Type - Psychiatric Technicians

Select Yes or No to indicate provider type/discipline of each rendering provider

Column X: Provider Type - Mental Health Rehabilitation Specialists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Y: Provider Type - Physician Assistants

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Z: Provider Type - Pharmacists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AA: Provider Type - Occupational Therapists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AB: Provider Type - Licensed Professional Clinical Counselor

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AC: Provider Type - Associate Clinical Social Worker

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AD: Provider Type - Associate Marriage Family Therapist

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AE: Provider Type - Associate Professional Clinical Counselor

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AF: Provider Type - Waivered Psychologist

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AG: Provider Type - Other Qualified Providers

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AH: Service Type - Mental Health Services
Column AI: Service Type - Case Management
Column AJ: Service Type - Crisis Intervention
Column AK: Service Type - Medication Support

Select Yes or No to indicate if each rendering provider offers this SMHS service
Select Yes or No to indicate if each rendering provider offers this SMHS service
Select Yes or No to indicate if each rendering provider offers this SMHS service
Select Yes or No to indicate if each rendering provider offers this SMHS service

Column AL: Service Type - Intensive Care Coordination
Column AM: Service Type - Intensive Home Based Services
Column AN: California Practitioner License Number
Column AO: Age Group Served

Select Yes or No to indicate if each rendering provider offers this SMHS service
Select Yes or No to indicate if each rendering provider offers this SMHS service
Enter the provider's California practitioner license number (if applicable)
Select the appropriate age group (0-20 OR 21+) - Select only **one** group per provider entry. If the rendering provider serves both age groups, enter the provider detail in multiple rows. **Please note: the FTE for each rendering provider must be entered BY AGE GROUP and/or BY SITE. The FTE sum for one rendering provider shall not exceed 100.**

Column AP: Full-Time Equivalent

For **each age group** served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".

The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.

If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).

Column AQ: Maximum Number of Medi-Cal Beneficiaries rendering provider will accept

Enter the maximum caseload

Column AR: Current Number of Medi-Cal Beneficiaries assigned to provider
Column AS: Language Capacity - Arabic

Enter the current caseload
Select the appropriate value for each rendering provider:
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AT: Language Capacity - Armenian

Select the appropriate value for each rendering provider:
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AU: Language Capacity - Cambodian

Select the appropriate value for each rendering provider:
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AV: Language Capacity - Cantonese

Select the appropriate value for each rendering provider:
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AW: Language Capacity - English

Select the appropriate value for each rendering provider:
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AX: Language Capacity - Farsi	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AY: Language Capacity - Hmong	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AZ: Language Capacity - Korean	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BA: Language Capacity - Mandarin	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BB: Language Capacity - Other Chinese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BC: Language Capacity - Russian	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BD: Language Capacity - Spanish	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BE: Language Capacity - Tagalog	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BF: Language Capacity - Vietnamese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BG: Language Capacity - American Sign Language (ASL)	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
Column BH: Cultural Competence Training	Select Yes or No to indicate if the rendering provider received cultural competence training within the past 12 months
Column BI: Hours of Cultural Competence Training Completed	Enter the hours of cultural competence training completed in the past 12 months
Column BJ: Telehealth Provider	Select Yes or No if the rendering provider delivers services via telehealth. Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.
Column BK: Field-Based Services	Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.
Column BL: Distance Provider Travels to Field-Based Services	If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.

Exhibit B-1: Field-Based Services

(This section only applies to providers who provide mobile or telehealth/satellite services)

All Plans must complete Exhibit B-1, if rendering providers routinely travel to a satellite site or a fixed-location community setting (e.g., school, community center) and/or the Plan utilizes field-based, mobile, and/or community-based services (e.g., mobile units, satellite sites, community centers) to deliver services to beneficiaries in community-based settings (**NOT** including a beneficiary's home).

- Column B: Provider Name
- Column C: Satellite Address Site
- Column D: Suite
- Column E: City
- Column F: State
- Column G: Zip Code
- Column H: Site Used to Meet Time and Distance Standards
- Column I: Frequency of Provider using Satellite Site

Instructions:

- Enter the name of the rendering provider who delivers services at satellite site
- Enter the address of the satellite site where services are rendered (exclude suite or room number)
- Enter the suite number of the satellite site where services are rendered (if applicable)
- Enter the city of the satellite site where services are rendered.
- Enter the state abbreviation of the satellite site where services are rendered (e.g. CA)
- Enter the 5-digit zip code of the satellite site where services are rendered
- Select Yes or No
- Select the frequency that the provider travels to the satellite site to render services

Exhibit B-2: American Indian Health Facilities

Plans must complete Exhibit B-2 to demonstrate compliance with Federal regulations addressing protections for American Indians and American Indian Health Services provided within a managed care system (42 CFR 438.14). American Indians and American Indian Health Facilities (IHF) are not required to maintain MHP affiliation; however, they retain the option to join a MHP at any time. In the exhibit, Plans must to document any and all efforts to contract with American Indian Health Facilities in the Plan's service area.

If the Plan does not have a contract with any AIHFs, the Plan must submit an explanation to DHCS that includes supporting documentation, to justify the absence of the mandatory provider type in the Plan's network. DHCS will review the Plan's submission to determine compliance.

- Column B: Provider, Health Center, or Facility Name
- Column C: Organization NPI (Type 2)
- Column D: County
- Column E: Address
- Column F: Suite
- Column G: City
- Column H: State
- Column I: Zip Code

- Column J: Does your plan provide beneficiaries access to this provider, health center, or facility which does not contract with your MHP?
- Column K: Does your plan have a current contract in place with this provider, health center, or facility?
- Column L: Contact Date Reporting Month
- Column M: Contact Date Reporting Year
- Column N: Outcome of the Efforts or Reason for Declining Request to Contract with the MHP

Instructions:

- Enter the name of the provider, health center, or facility
- Enter the Organization's 10-digit National Provider Identifier (NPI) - Type 2
- Select the appropriate County
- Enter the provider, health center, or facility address (exclude suite or room number)
- Enter the provider, health center, or facility suite number (if applicable)
- Enter the provider, health center, or facility city
- Enter the provider, health center, or facility state abbreviation (e.g. CA)
- Enter the provider, health center, or facility 5-digit zip code
- From the drop down menu, select whether the MHP provides access to non-plan provider, health center, or facility. If answer is "No or Other", complete Column L.
- From the drop down menu, select if MHP has contract with provider, health center, or facility. If answer is "No", complete Columns M and N.
- From the drop down menu, select the corresponding month MHP contacted provider, health center, or facility for the data reported.
- From the drop down menu, select the corresponding year MHP contacted provider, health center, or facility for the data reported.
- Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.

C-1 Provider Counts

All MHPs should complete and submit Exhibit C-1. In the table provided on Exhibit C-1, enter the number of provider full-time equivalents (FTE) within the existing network, separated by provider type and the age group(s) served.

Enter the number of provider FTEs for the following provider types: Licensed Psychiatrists, Licensed Physicians, Licensed Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists, Registered Nurses, Certified Nurse Specialists, Nurse Practitioners, Licensed Vocational Nurses, Psychiatric Technicians, Mental Health Rehabilitation Specialists, Physician Assistants, Pharmacists, Occupational Therapists, Licensed Professional Clinical Counselor, Associate Clinical Social Worker, Associate Marriage Family Therapist, Associate Professional Clinical Counselor, and Other Qualified Providers.

A-1 Organization	Organizational Provider Name	Legal Entity Number	NPI Number - Type 2	Tax ID
	<i>Enter the Organizational Provider's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the organization</i>	<i>Enter the organization's Tax ID</i>
1	Sierra County Behavioral Health	00046	1114145752	94-6000536

Provider Group Name/Affiliation	Contract Effective Date	Contract Expiration Date	Address
<i>Enter the organization's Provider Group Name (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy</i>	<i>Enter the organization's address (exclude suite or room number)</i>
Sierra County Behavioral Health			704 Mill Street

Suite	City	State	Zip Code
<i>Enter the organization's suite number (if applicable)</i>	<i>Enter the organization's city</i>	<i>Enter the organization's state abbreviation (e.g. CA)</i>	<i>Enter the organization's 5-digit zip code</i>
	Loyalton	CA	96118

Maximum Number of Medi-Cal Beneficiaries	Current Number of Medi-Cal Beneficiaries	Ownership Type	Name of CEO
<i>Enter the maximum number of beneficiaries the Organizational/Group Provider will accept</i>	<i>Enter the current number beneficiaries assigned to the Organizational/Group Provider</i>	<i>Select the appropriate ownership type</i>	<i>Enter the chief executive officer's name (if applicable)</i>
95	66	State-Local Government	NA

Name of CFO

Enter the chief financial officer's name (if applicable)

NA

A-2 Site	Site Name	Legal Entity Number	NPI Number - Type 2	DEA Number
	<i>Enter the Site's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the site</i>	<i>Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)</i>
1	Sierra County Behavioral Health - Loyalton	00046	1114145752	NA
2	Sierra County Behavioral Health - Downieville Satellite Office	00046	1114145752	NA
3				
4				

Site County Location	Address	Suite	City
<i>Select the appropriate County</i>	<i>Enter the site's address (exclude suite or room number)</i>	<i>Enter the site's suite number (if applicable)</i>	<i>Enter the site's city</i>
Sierra	704 Mill Street		Loyalton
Sierra	22 Maiden Lane		Downieville

State	Zip Code	Provider Number	Service Type - Mental Health Services
<i>Enter the site's state abbreviation (e.g. CA)</i>	<i>Enter the site's 5-digit zip code</i>	<i>Enter the Site's Provider Number</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>
CA	96118	NA	Yes
CA	95936	NA	Yes

Service Type - Case Management	Service Type - Crisis Intervention	Service Type - Medication Support	Service Type - Intensive Care Coordination
<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes

Service Type - Intensive Home Based Services	Service Type - Short Term Residential Therapeutic Programs	Hours of Operation	ADA Compliant for Physical Plant
<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site is a licensed STRTP provider</i>	<i>Enter the number of hours the site is available to serve Medical beneficiaries per week</i>	<i>Select Yes or No. If no, please submit proof of exemption</i>
No	No	40	Yes
No	No	40	Yes

TDD/TTY Equipment Available	Distance Between Site and Closest Public Transportation	Telehealth Station/Equipment Available at Site	Language Capacity - Arabic
<i>Select Yes or No</i>	<i>Select the appropriate distance</i>	<i>Select Yes or No to indicate if the site has appropriate telehealth equipment available</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	Greater than 1.0 miles	Yes	No
No	Greater than 1.0 miles	Yes	No

Language Capacity - Armenian	Language Capacity - Cambodian	Language Capacity - Cantonese	Language Capacity - English
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	Yes
No	No	No	Yes

Language Capacity - Farsi	Language Capacity - Hmong	Language Capacity - Korean	Language Capacity - Mandarin
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	No
No	No	No	No

Language Capacity - Other Chinese	Language Capacity - Russian	Language Capacity - Spanish	Language Capacity - Tagalog
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	Yes	No
No	No	Yes	No

Language Capacity - Vietnamese	Language Capacity - American Sign Language (ASL)	Language Line Available	Other Language Services Available
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language</i>	<i>Enter any other language services available</i>
No	No	Yes	Telelanguage
No	No	Yes	Telelanguage

A-3 Rendering Service Providers	Provider's Last Name	Provider's First Name	NPI Number - Type 1	NPI Number - Type 2	DEA Number	Contract Effective Date	Contract Expiration Date
	<i>Enter the provider's last name</i>	<i>Enter the provider's first name</i>	<i>Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1</i>	<i>Enter the site's 10-digit National Provider Identifier (NPI) - Type 2</i>	<i>Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>
1	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020
2	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020
3	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020
4	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020
5	Goddard	Andrew	1346294725	1114145752	BG5179898	7/1/2019	6/30/2020
6	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020
7	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020
8	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020
9	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020
10							

Address	Suite	City	State	Zip Code	Provider Type (SMHS) - Licensed Psychiatrists	Provider Type (SMHS) - Licensed Physicians	Provider Type (SMHS) - Licensed Psychologists
<i>Enter the provider's address (exclude suite or room number). NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.</i>	<i>Enter the provider's suite number (if applicable)</i>	<i>Enter the provider's city</i>	<i>Enter the provider's state abbreviation (e.g. CA)</i>	<i>Enter the provider's 5-digit zip code</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>
704 Mill Street		Loyalton	CA	96118	Yes	No	No
704 Mill Street		Loyalton	CA	96118	Yes	No	No
22 Maiden Lane		Downieville	CA	95936	No	No	No
22 Maiden Lane		Downieville	CA	95936	No	No	No
22 Maiden Lane		Downieville	CA	95936	Yes	No	No
704 Mill Street		Loyalton	CA	96118	No	No	No
704 Mill Street		Loyalton	CA	96118	No	No	No
704 Mill Street		Loyalton	CA	96118	No	No	Yes
704 Mill Street		Loyalton	CA	96118	No	No	Yes

Provider Type (SMHS) - Other Qualified Providers	Service Type (SMHS) - Mental Health Services	Service Type (SMHS) - Case Management	Service Type (SMHS) - Crisis Intervention	Service Type (SMHS) - Medication Support	Service Type (SMHS) - Intensive Care Coordination	Service Type (SMHS) - Intensive Home Based Services	California Practitioner License Number
<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Enter the provider's California practitioner license number (if applicable)</i>
No	No	No	No	Yes	No	No	C30013
No	No	No	No	Yes	No	No	C30013
No	Yes	Yes	Yes	No	No	No	LMFT33434
No	Yes	Yes	Yes	No	No	No	LMFT33434
No	No	No	No	Yes	No	No	C132659
No	Yes	Yes	Yes	No	No	No	LMFT36473
No	Yes	Yes	Yes	No	No	No	LMFT36473
No	Yes	Yes	Yes	No	No	No	PSY6480
No	Yes	Yes	Yes	No	No	No	PSY6480

Age Group(s) Served	Full-Time Equivalent	Maximum Number of Medi-Cal Beneficiaries rendering provider will accept	Current Number of Medi-Cal Beneficiaries assigned to provider	Language Capacity - Arabic
<p>Select the appropriate age group (0-20 OR 21+) - Select only one group per provider entry. If the rendering provider serves both age groups, enter the provider detail in multiple rows. Please note: the FTE for each rendering provider must be entered BY AGE GROUP and/or BY SITE. The FTE sum for one rendering provider shall not exceed 100.</p>	<p>For each age group served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".</p> <p>The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.</p> <p>If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).</p>	<p>Enter the maximum caseload</p>	<p>Enter the current caseload</p>	<p>Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"</p>
0-20	002	6	3	N/A
21+	018	49	19	N/A
0-20	012	5	2	N/A
21+	048	19	19	N/A
21+	010	32	11	N/A
0-20	018	12	9	N/A
21+	042	28	20	N/A
0-20	006	5	0	N/A
21+	034	19	10	N/A

Telehealth Provider	Field-Based Services	Distance Provider Travels to Field-Based Services
<p>Select Yes or No if the rendering provider delivers services via telehealth. Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.</p>	<p>Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.</p>	<p>If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.</p>
Yes	No	
No	No	

B-1 Field-Based Services	Provider Name	Satellite Address Site	Suite	City	State	Zip Code	Site Used to Meet Time and Distance Standards
	<i>Enter the name of the rendering provider who delivers services at satellite site</i>	<i>Enter the Community Based Provider's address (exclude suite or room number)</i>	<i>Enter the Community Based Provider's suite number (if applicable)</i>	<i>Enter the Community Based Provider's city</i>	<i>Enter the Community Based Provider's state abbreviation (e.g. CA)</i>	<i>Enter the Community Based Provider's 5-digit zip code</i>	<i>Select Yes or No</i>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Does your plan provide beneficiaries access to this provider, health center, or facility which does not contract with your MHP?	Does your plan have a current contract in place with this provider, health center, or facility?	Contract Effective Date	Contract Expired Date	Outcome of the Efforts or Reason for Declining Request to Contract with the MHP
<i>From the drop down menu, select whether the MHP provides access to non-plan provider, health center, or facility. If answer is "No or Other", complete Column L.</i>	<i>From the drop down menu, select if MHP has contract with provider, health center, or facility. If answer is "No", complete Columns M and N.</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.</i>

C-1 Provider Counts

Use the table below to enter the **total/sum** of existing number of rendering providers in the network. Provider counts should be based on full-time equivalents (FTE) and a FTE equates to one provider who works 40-hours per week. FTE includes administrative hours, assessment, treatment, etc. corresponding to the age group served.

Age Group Served	Licensed Psychiatrist	Licensed Physicians	Licensed Psychologists	Licensed Clinical Social Workers	Marriage and Family Therapists	Registered Nurses	Certified Nurse Specialists	Nurse Practitioners	Licensed Vocational Nurses
0-20	0.0	0.0	0.1	0.0	0.3	0.0	0.0	0.0	0.0
21+	0.3	0.0	0.3	0.0	0.9	0.0	0.0	0.0	0.0
All Ages	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total FTEs	0.3	0.0	0.4	0.0	1.2	0.0	0.0	0.0	0.0

* FTEs should include all county and contracted providers. To prevent duplicate counts, only select one age group served per rendering provider.

Psychiatric Technicians	Mental Health Rehabilitation Specialists	Physician Assistants	Pharmacists	Occupational Therapists	Licensed Professional Clinical Counselor	Associate Clinical Social Worker	Associate Marriage Family Therapist	Associate Professional Clinical Counselor
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0

Other Qualified Providers	Total
0.0	0.4
0.0	1.6
0.0	0.0
0.0	2.0



Sierra County Health and Human Services

Social Services
P.O. Box 1019
Loyalton, CA 96118
202 Front Street
(530) 993-6720
Fax (530) 993-6767
Vickie Clark- Director

Public Health
P.O. Box 7
Loyalton, CA 96118
202 Front Street
(530) 993-6700
Fax (530) 993-6790
Vickie Clark- Director

Behavioral Health
P.O. Box 265
Loyalton, CA 96118
704 Mill Street
(530) 993-6746
Fax (530) 993-6759
Lea Salas- Director
Kathryn Hill- Clinical Director

**Human Services
Satellite Office**
P.O. Box 38
Downieville, CA 95936
22 Maiden Lane
(530) 289-3711
Fax (530) 289-3716

December 10, 2019

Department of Health Care Services

RE: NACT Supporting Documents related to Grievances and Appeals

To Whom It May Concern:

From September 1, 2019 until November 30, 2019 Sierra County has not received any Grievances or appeals related to Access, Timely Access, or Availability of Services.

A handwritten signature in blue ink that reads "Jamie Franceschini".

Jamie Franceschini
Quality Improvement/Quality Assurance
Sierra County Behavioral Health

	Language Line Utilization for 24/7 Access Line	Language Line Utilization for Face-to-Face Service encounters	Language Line Utilization for Telehealth or Telephonic Service Encounters
Exhibit Name: Language Line Utilization	Telelanguage	Telelanguage	Telelanguage
Plan Name	Sierra Mental Health Plan	Sierra Mental Health Plan	Sierra Mental Health Plan
Reporting Period	September 1, 2019 - November 30, 2019	September 1, 2019 - November 30, 2019	September 1, 2019 - November 30, 2019
Total # encounters requiring language line services	0	0	0
# of encounters requiring language line services, stratified by language	0	0	0
Reason services could not be provided by bilingual provider/staff or contracted interpreter	NA	NA	NA

Sierra County Behavioral Health Provider Directory

Sierra County Behavioral Health

NPI: 1114145752

704 Mill Street

PO Box 265

Loyalton, CA 96118

(530)993-6747 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

Office Hours: Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

Language: Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

Public Transportation: Sierra County does not have public transportation. However, the Loyalton Senior Center does have shuttle service available for a fee. Please call (530) 993-4770 for availability. If a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

Accepting New Beneficiaries

ADA Accessible

Providers available at this site:

Thomas Bittker, MD

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

Andrew Goddard, M.D.

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

Oliver Ocskay, Ph.D.

Psychologist Service

NPI: 1134140882

License: PSY6480

Ages Seen: 18 years to 99 years

Treatment Specialties: Attachment disorders, court assessments, depression, anxiety, trauma, domestic violence, dual diagnosis, personality disorders, chronic severe and persistent mental illness, behavior modification, CBT, PTSD, Awareness practices

Cultural Specialties: None

Cultural Competency Trainings: Yes

Mary Lowe, LMFT

Licensed Marriage and Family Therapist

NPI: 1063534865

License: MFC36473

Ages Seen: 3 years to 99 years

Treatment Specialties: Play therapy, severely emotionally disturbed youth, children, adolescents, adults, dual diagnosis, attachment disorders, depression, anxiety, trauma, domestic violence, Child Protective Services, SUD

Cultural Specialties: LGBTQ

Cultural Competency Trainings: yes

Kathryn Hill, LMFT

Licensed Marriage and Family Therapist

NPI: 1336443852

License: MFC25653

Ages Seen: 12 years to 99 years

Treatment Specialties: Bereavement, grief, depression, anxiety, trauma, EDMR, Hospice: end of life issues, sexual abuse treatment-victim, PTSD, family therapy, EDMR, CBT, somatics and awareness practices, Substance Use Disorders

Cultural Specialties: LGBTQ

Cultural Competency Trainings: Yes

Earl Daniel Henson, CAODC

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Not Accepting New Patients

Robert Szopa. CADC II

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Sierra County Behavioral Health

NPI: 1114145752

22 Maiden Lane

PO Box 38

Downieville, CA 95936

(530)289-3711 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

Office Hours: Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

Language: Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

Public Transportation: Sierra County does not have public transportation. However, Golden Rays does have shuttle service available for a fee. Please call (530) 798-8555 for availability. If

a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

Accepting New Beneficiaries

ADA Accessible

Providers available at this site:

Thomas Bittker, MD

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

Andrew Goddard, M.D.

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board Certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

Barbara Coffman, LMFT

Licensed Marriage and Family Therapist

NPI: 1740420777

License: 33434

Ages Seen: 13 years to 99 years

Treatment Specialties: Childhood abuse recovery, with specific training in sexual abuse recovery, Trauma, PTSD, Victims of Crime

Cultural Specialties: Has worked with many different cultures and ethnic groups but no special training in any one culture

Cultural Competency Trainings: Yes

Earl Daniel Henson, CAODC

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Not Accepting New Patients

Robert Szopa. CADC II

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Services may be delivered by an individual provider, or a team of providers, who is working under the direction of a licensed practitioner operating within their scope of practice. Only licensed, waived, or registered mental health providers and licensed substance use disorder services providers are listed on the Plan's provider directory.

"Language Assistance"

LANGUAGE ASSISTANCE

English

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-840-8418 (TTY: 711).

ATTENTION: Auxiliary aids and services, including but not limited to large print documents and alternative formats, are available to you free of charge upon request. Call 1-888-840-8418. (TTY: 711)

Español (Spanish)

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

Tagalog (Tagalog– Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]). 번으로 전화해 주십시오.

繁體中文(Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100])。

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).まで、お電話にてご連絡ください。

Hmoob (Hmong) LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

ภาษาไทย (Thai)

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

ខ្មែរ (Cambodian)

ប្រយ័ត្ន៖ វេ ើសិនជាអ្នកនិយាយ ភាសាខ្មែរ ,
រសវាជំនួយមននកភាសា រោយមិនគិតថ្លៃ
គឺអាចមានសំរាប់ វេ ើអ្នក។ ចូ ទូ ស័ព្ទ [1-530-993-6747 / 1-
888-840-8418] (TTY: [711 / 1-800-855-7100]).។

ພາສາລາວ (Lao)

ໂບດຊາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ,
ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ,
ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ [1-530-993-6747 / 1-888-840-
8418] (TTY: [711 / 1-800-855-7100]).

Հայերեն (Armenian)

ՈՒՇԱՂԴՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ
անվճար կարող են տրամադրվել լեզվական
աջակցություն ծառայություններ: Չանգահարեք [1-530-
993-6747 / 1-888-840-8418] (TTY (հեռատիպ)՝ [711 / 1-
800-855-7100]).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам
доступны бесплатные услуги перевода. Звоните [1-530-993-
6747 / 1-888-840-8418] (телетайп: (TTY: [711 / 1-800-855-
7100]).

ی فارسی (Farsi)

ی زبان لاتیتسه، دیکن یم گفتگو ی فارسی زبان به اگر: توجه
شما ی براگان یرا بصورت
[1-530-993-6747 / 1-888-840-8418] (TTY:
[711 / 1-800-855-7100]). دی ری بگ تماس.

ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਧਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬ ਬੋਲਿ ਰੋ, ਤਾੀਂ ਭਾਸ਼ਾ ਧ ਿੱਚ
ਸਹਾਇਤਾ ਸੇ ਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਿ ਹੈ। [1-530-993-6747 / 1-
888-840-8418] (TTY: [711 / 1-800-855-7100]). 'ਤੇ ਕਾਲ ਕਰੋ।

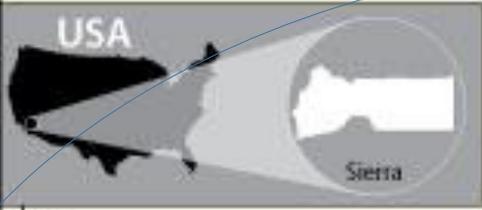
العربية (Arabic)

اللغوية المساعدة خدمات فإن، اللغة اذكر تتحدث كنت إذا: ملحوظة
[1-530-993-6747 / 1-888-
840-8418] برقم اتصل. بالمجان لك تتوافر
(TTY: [711 / 1-800-855-7100]). والىكم الصم هاتف رقم

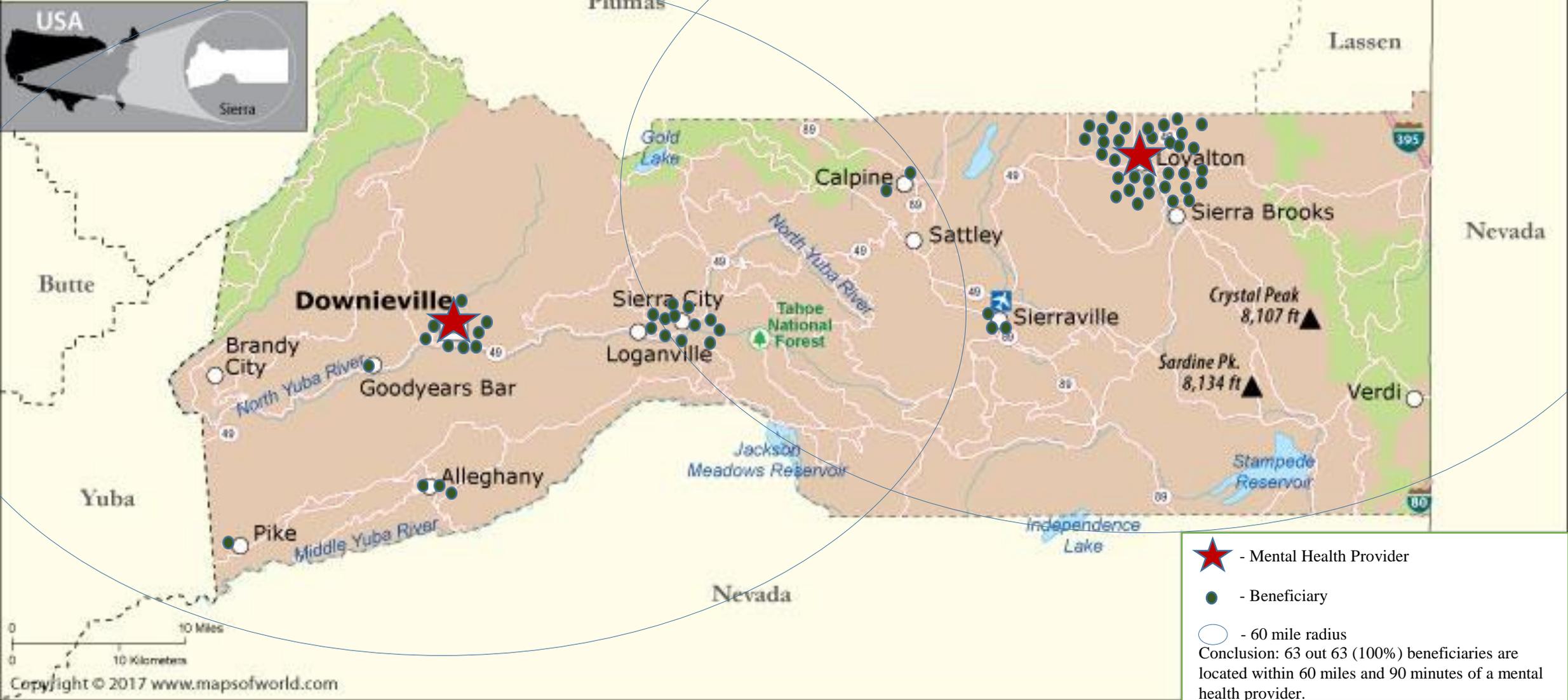
हिंदी (Hindi) ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त
में भाषा सहायता सेवाएं उपलब्ध हैं। [1-530-993-6747 / 1-888-
840-8418] (TTY: [711 / 1-800-855-7100]). पर कॉल करें।

SIERRA

County Map, California



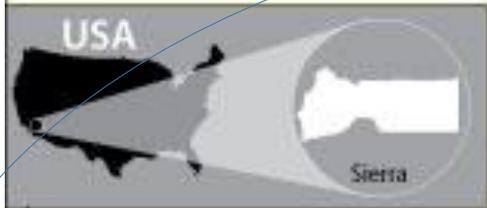
Beneficiaries Receiving Service in County



0 10 Miles
0 10 Kilometers

Copyright © 2017 www.mapsofworld.com

SIERRA County Map, California



Outpatient SMHS 0-20

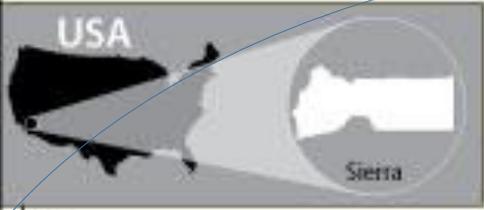


- Mental Health Provider
- Beneficiary
- 60 mile radius

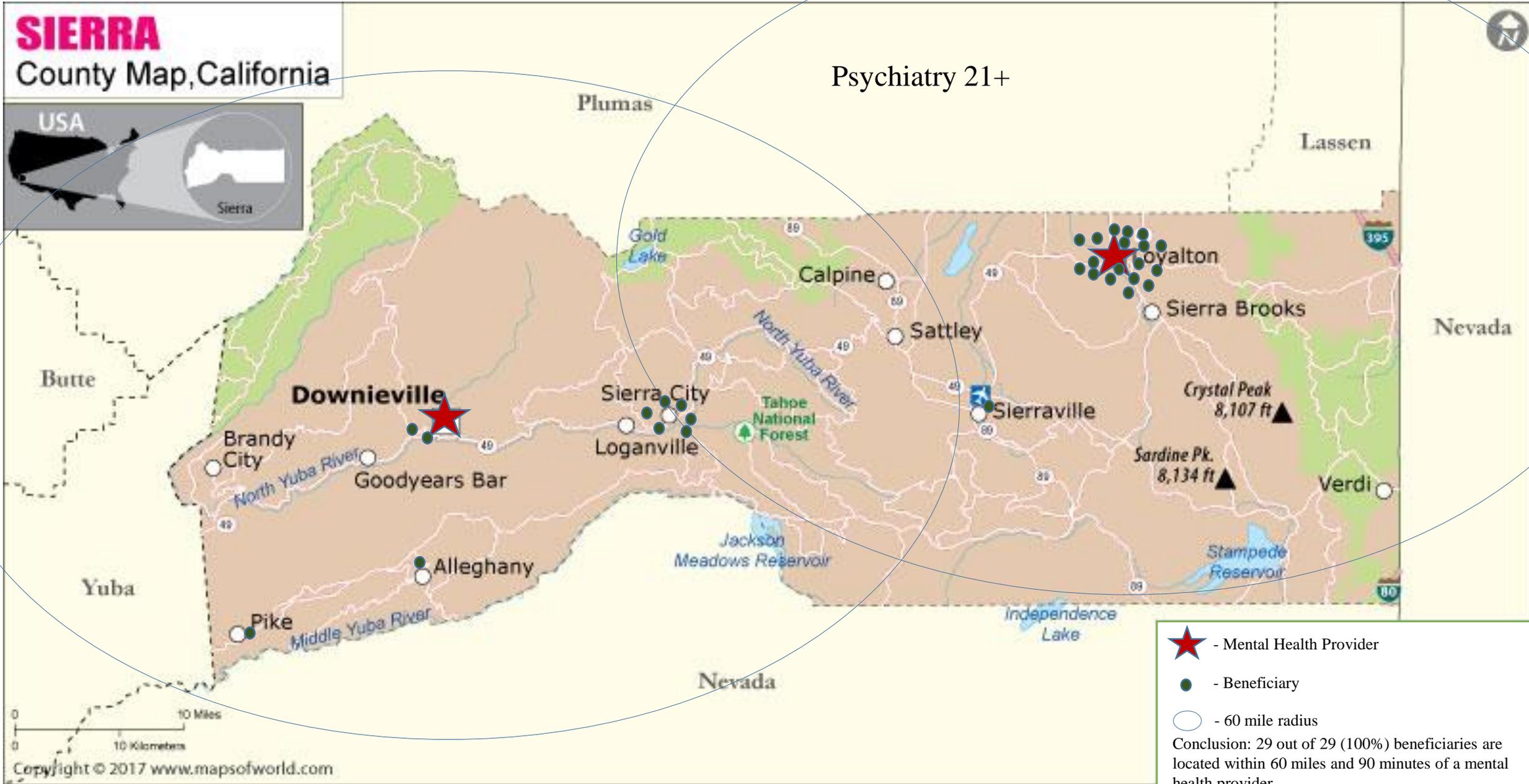
Conclusion: 11 out of 11 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

SIERRA

County Map, California



Psychiatry 21+

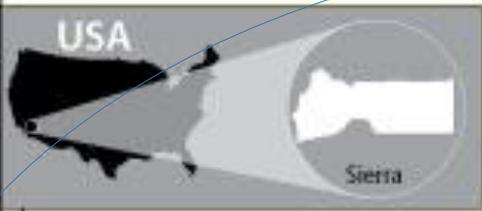


- ★ - Mental Health Provider
- - Beneficiary
- - 60 mile radius

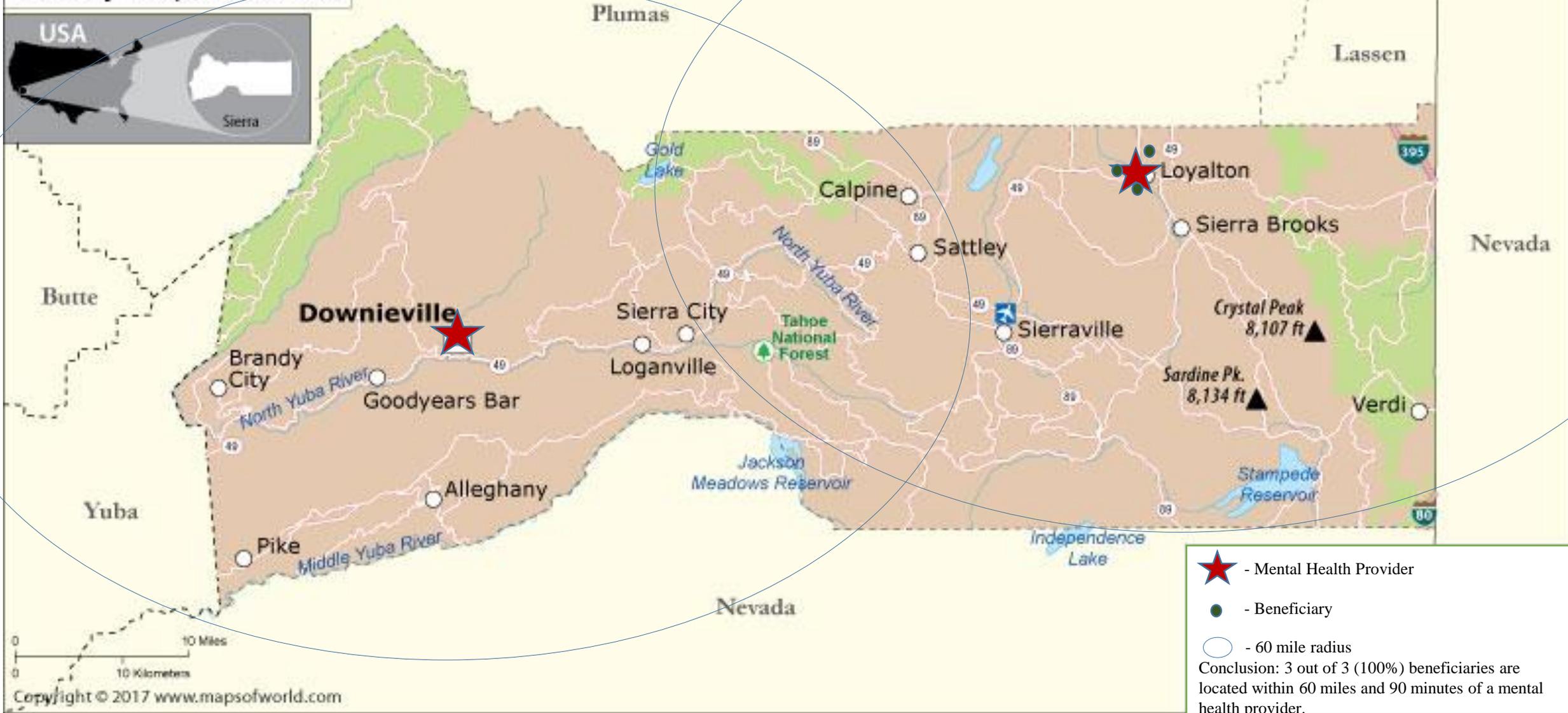
Conclusion: 29 out of 29 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

SIERRA

County Map, California

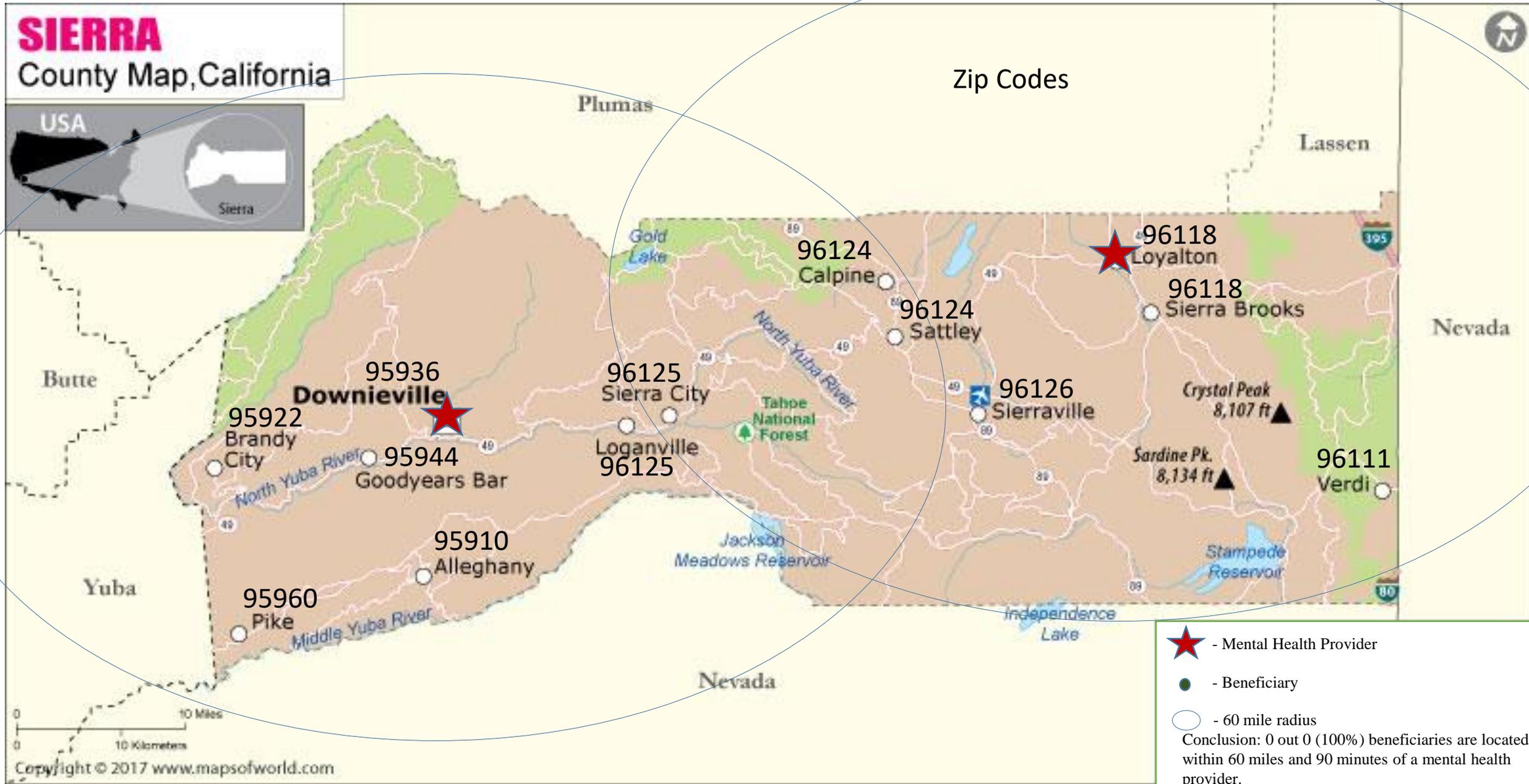
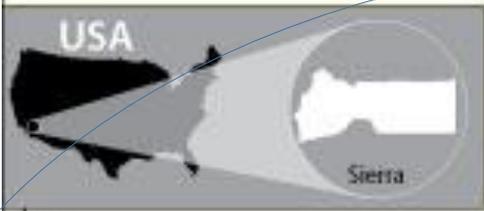


Psychiatry 0-20



SIERRA

County Map, California



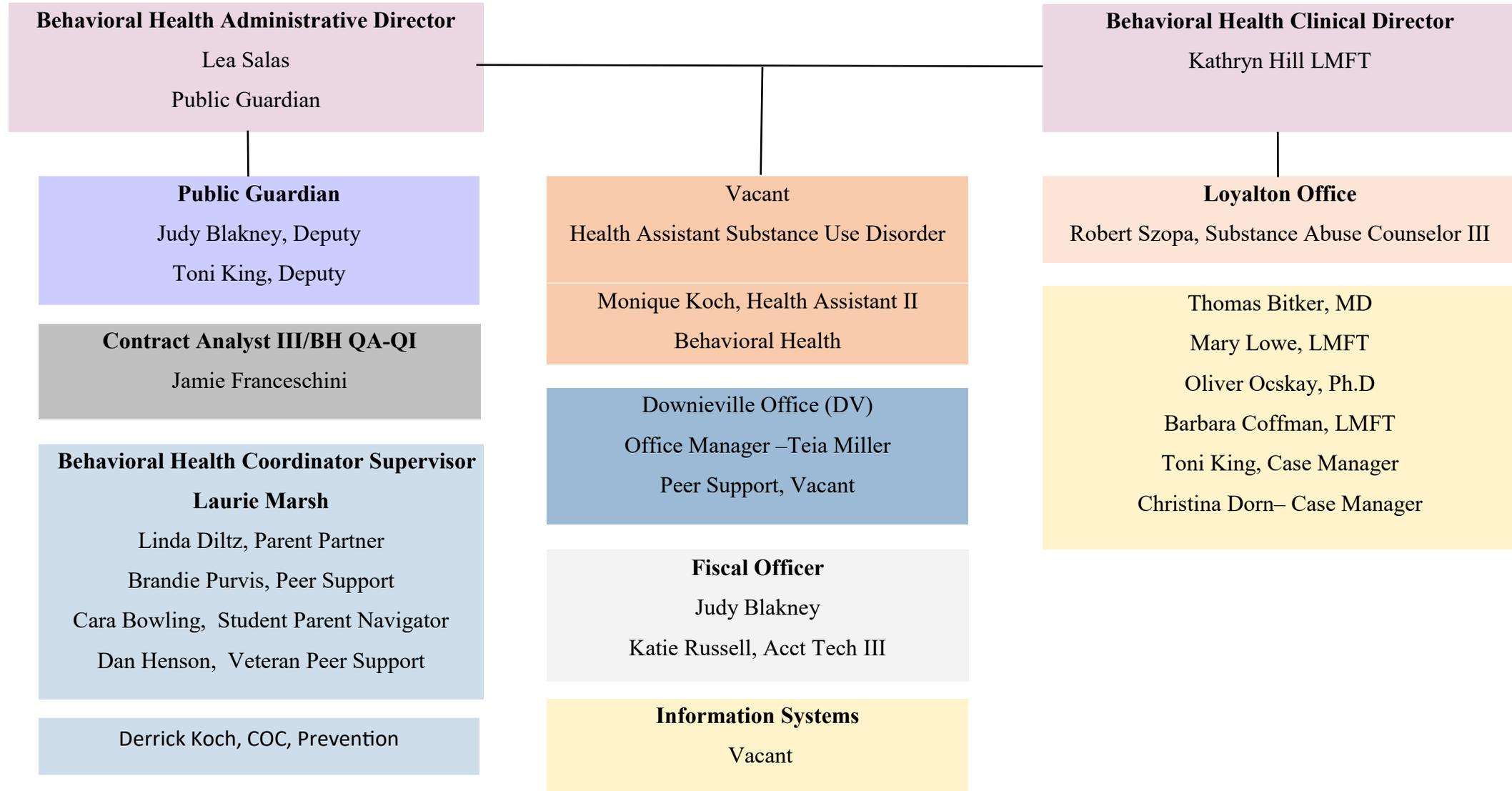
★ - Mental Health Provider

● - Beneficiary

○ - 60 mile radius

Conclusion: 0 out 0 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

Sierra County Behavioral Health



**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

OLIVER OCSKAY, Ph.D.
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: September 1, 2019

Termination Date: June 30, 2020

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by

September 17, 2019

the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Oliver Ocskay is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F – Business Associate Agreement
- Attachment G – Independent Contractor Affidavit

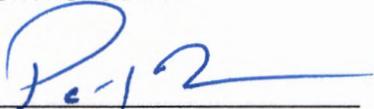
9. AGREEMENT DATE. The Agreement Date is September 1, 2019 as approved by the Sierra County Board of Supervisors.

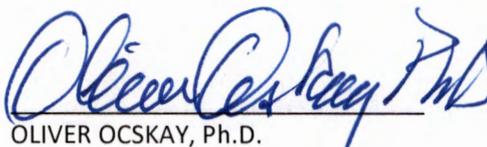
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

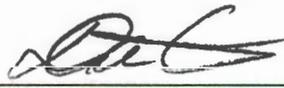
By 
 PAUL ROEN, CHAIRMAN
 SIERRA COUNTY BOARD OF SUPERVISORS


 OLIVER OCSKAY, Ph.D.

ATTEST:

APPROVED AS TO FORM:


 HEATHER FOSTER
 Clerk of the Board


 DAVID PRENTICE
 County Counsel

ATTACHMENT A**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- 1) Provide assessment and counseling services to Sierra County Behavioral Health beneficiaries;
- 2) Provide case written reports and consultation to Sierra County Behavioral Health according to mutual agreement and consistent with standards of professional conduct and practices;
- 3) Provide Treatment and Placement recommendations;
- 4) Provide Family, Individual or Child therapy;
- 5) Participate in case conference meetings with Sierra County Behavioral Health staff upon request;
- 6) Provide clinical review of patient charts (diagnosis, prognosis, treatment plan) upon request of Sierra County Behavioral Health Clinical Director;
- 7) Provide clinical program consultation and reports to Sierra County Behavioral Health Clinical Director upon request;
- 8) Assist Sierra County Behavioral Health Clinical Director with utilization review and provide administrative advice upon request;
- 9) Provide the above services in Loyalton or at the sites agreed upon with the Sierra County Behavioral Health Clinical Director;
- 10) Provide telephone consultation to program staff or Sierra County Behavioral Health Clinical Director upon request;
- 11) Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), and Cultural Competency trainings provided by the COUNTY to meet State and Federal requirements
- 12) Attend the Behavioral Health Staff and Clinical Meetings

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

Office space, laptop computer, dictation equipment and typing of reports will be furnished by COUNTY. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), and Cultural Competency trainings provided by the COUNTY to meet State and Federal requirements.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee of One Hundred, sixteen dollars and forty-eight cents (\$116.48) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed seven hundred, ninety-eight hours (798) hours of actual services per contract period. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ninety-two thousand nine hundred fifty-one dollars and four cents (\$92,951.04) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED.

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES.

Additional costs may be incurred up to a maximum of \$1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT.

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$ 92,951.04
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	0
B.5	Special Circumstances	\$ 1,000.00

MAXIMUM CONTRACT AMOUNT \$ 93,951.04

ATTACHMENT C
ADDITIONAL PROVISIONS

CONTRACTOR shall carry Professional Liability malpractice Insurance with limits of \$1,000,000 per occurrence including coverage for **COUNTY** relating to services provided under this agreement.

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable. **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

**ATTACHMENT D
GENERAL PROVISIONS**

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

YES **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

YES **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

YES **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

NO **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1. CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by

CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise

requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":

Oliver Ocskay, Ph.D.
888 W. Second St., Ste. 304
Reno, NV 89503

Phone (775) 786-5775

Attachment E

Oliver Ocskay, Ph.D. 888 W. Second St., Ste. 304 Reno, NV 89503	INVOICE
	DATE:

Phone (775) 786-5775

	FOR: Consultation & Clinical Services
--	---

DESCRIPTION	Dates	Hours	AMOUNT
Consultation & Clinical Services			
		TOTAL	

Please make checks payable to:
 Oliver Ocskay, PhD
 Thank you

--

ATTACHMENT F

SIERRA COUNTY
Business Associates Agreement

This Agreement is entered into this 1st day of September, 2019, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Oliver Ocskay, Ph.D (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
 - c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.
4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.
6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.
8. Business Associate shall carry comprehensive general liability insurance.
9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:
 - a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
 - b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.
11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.
12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

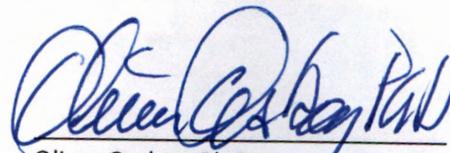
To Contractor: Oliver Ocskay, Ph.D.
888 W. Second St., Ste. 304
Reno, NV 89503

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"
COUNTY OF SIERRA


Paul Roen, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"


Oliver Ocskay, Ph.D.

ATTEST:


Heather Foster
Clerk of the Board

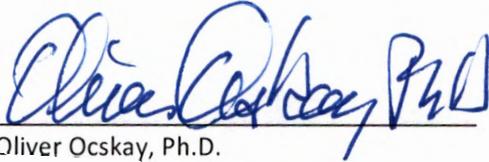
APPROVED AS TO FORM:


David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I Oliver Ocskay, Ph.D., sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.



Oliver Ocskay, Ph.D.



David Prentice
County Counsel