

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

<b>MEETING DATE:</b> September 15, 2020	<b>TYPE OF AGENDA ITEM:</b> <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:** : Professional Services Agreement between Placer County Department of Health & Human Services and Sierra County for Locked Acute Inpatient and Outpatient Mental Health Services and Technical Guidance.

**SUPPORTIVE DOCUMENTS ATTACHED:** Memo Resolution Agreement Other

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515670  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$61,992.00 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><b>BOARD ACTION:</b></p> <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	<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: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD

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DATE

# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Lea Salas, Administrative Director

**Reference:** Agenda Item

**Date of memo:** September 1, 2020

**Date of Board Meeting:** September 15, 2020

**Requested Action:** Professional Services Agreement between Placer County Department of Health & Human Services and Sierra County for Locked Acute Inpatient and Outpatient Mental Health Services and Technical Guidance.

**Mandated by:**

## Funding

**Budgeted?** Yes  No

<b>Revenue</b>	\$61,992.00	<b>Mental Health</b>
<b>Expenses</b>	\$61,992.00	<b>For FY 2020-2021 and 2021-2022</b>
<b>Difference</b>	0	

**Background Information:** The Placer-Sierra Joint Mental Health Plan approved by the State of California under which Sierra County Behavioral Health provides Specialty Mental Health Services is administered by Placer County Health & Human Services. Placer County Health & Human Services provides assessments, placement and hospitalization services for Sierra County residents requiring the locked acute inpatient setting to insure the safety of self and others. Additionally, Placer County Health & Human Services provides technical oversight to assist Sierra County Behavioral Health with programmatic and systems capabilities which are regulated by the Department of Health Care Services.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not be able to continue to partner with Placer County as a joint mental health plan.

**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Locked Acute Inpatient and Outpatient Mental Health Services and  
Technical Guidance  
CONTRACT NO. **HHS000035**  
BEGINS: July 1, 2020  
ENDS: June 30, 2022  
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

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This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2018, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Sierra**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties of this Agreement recognize the need to use various levels of psychiatric services to provide for treatment of CONTRACTOR clients, and

WHEREAS, CONTRACTOR has recognized the work of COUNTY, and believes it is in the best interests of its programs to provide these services by contracting for such services and facilities with COUNTY, and

WHEREAS, this is a Net Negotiated Amount contract in keeping with the requirements of the former State of California, Department of Mental Health Cost Reporting/Data Collection Manual dated 1989 as outlined in Chapter IV, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide CONTRACTOR with Locked Acute Inpatient and Outpatient Mental Health Services and Technical Guidance, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CONTRACTOR or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** CONTRACTOR shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **SIXTY-ONE THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$61,992)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CONTRACTOR on a monthly basis, within 30 days of the close of each calendar month. CONTRACTOR will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

CONTRACTOR'S INVOICING ADDRESS  
Attn: Accounts Payable  
Sierra County Department of Behavioral Health  
PO Box 265  
Loyalton, CA 96118  
Email: jfranceschini@sierracounty.ca.gov  
kjrusell@sierracounty.ca.gov

5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
7. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
8. **TERMINATION:**
- 8.1. CONTRACTOR and COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the CONTRACTOR gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.
- 8.2. In the event CONTRACTOR terminates this Agreement, COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by COUNTY under this Agreement, CONTRACTOR will pay COUNTY the reasonable value of services rendered by COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNTY and approved by CONTRACTOR as work accomplished to date. In this regard, COUNTY shall furnish to CONTRACTOR such financial and other information as in the judgment of the CONTRACTOR is necessary to determine the reasonable value of the services rendered by COUNTY.
9. **RECORDS:**
- 9.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with

respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by COUNTY, in relation to this Agreement.

- 9.2. COUNTY will maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CONTRACTOR. COUNTY agrees to provide documentation or reports, compile data, or make its internal practices and records available to CONTRACTOR or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. CONTRACTOR will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
  - 9.3. Upon completion or termination of this Agreement, CONTRACTOR may request COUNTY deliver originals or copies of all records to CONTRACTOR. CONTRACTOR will have full ownership and control of all such records. If CONTRACTOR does not request all records from COUNTY, then COUNTY shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason COUNTY is unable to continue its maintenance obligations, COUNTY will give notice to CONTRACTOR in sufficient time for CONTRACTOR to take steps to ensure proper continued maintenance of records.
  - 9.4. If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should CONTRACTOR or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require COUNTY to expend staff time and/or resources to comply, COUNTY will be responsible for all such costs incurred as a result of this activity.
10. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CONTRACTOR and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CONTRACTOR for any type of employment benefits or workers' compensation or other programs afforded to CONTRACTOR employees. COUNTY shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
  11. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
  12. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify CONTRACTOR of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.
  13. **CONFLICT OF INTEREST:** COUNTY certifies that it has no current business or financial relationship with any CONTRACTOR employee or official, or other CONTRACTOR contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. COUNTY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. COUNTY will establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally

prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. COUNTY certifies that no official or employee of the CONTRACTOR, nor any business entity in which an official of the CONTRACTOR has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, COUNTY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the CONTRACTOR.

14. **CONTRACT ADMINISTRATOR:**

14.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

14.2. ADMINISTRATOR is responsible for monitoring the performance of the COUNTY in meeting the terms of this Agreement, for reviewing the quality of COUNTY services, notifying CONTRACTOR of any issues that may arise that impact services to be performed.

14.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

COUNTY'S CONTACT INFORMATION  
Twylla Abrahamson, Ph.D., Director  
Placer County Children's System of Care  
11716 Enterprise Drive  
Auburn, CA 95603  
530-886-5440

15. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

If to CONTRACTOR: Lea Salas, Administrative Director-Behavioral Health  
Sierra County Health & Human Services Department  
P.O. Box 265  
Loyalton, CA 96118  
530-993-6791

16. **NONDISCRIMINATION:** During the performance of this Agreement, COUNTY will comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

17. **ASSIGNMENT:** CONTRACTOR will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY.

18. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CONTRACTOR and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or

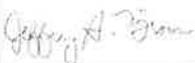
promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

19. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

***//Signatures on following page***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")

 _____ Jeffrey S. Brown, Director, Department of Health & Human Services  Date: <u>Sep 3, 2020</u>
Approved as to Form Office of Placer County Counsel  _____ <small>Renju Jacob (Sep 3, 2020 08:11 PDT)</small>  Date: <u>Sep 3, 2020</u>

County of Sierra ("CONTRACTOR")\*

_____ Signature  _____ Print Name Chair, Board of Supervisors  Date: _____
_____ Signature  _____ Print Name Clerk of the Board  Date: _____
_____ Signature  _____ Print Name Director of Behavioral Health  Date: _____
Approved as to Form Office of Sierra County Counsel  _____ Date: _____

**EXHIBITS:**

- Exhibit A – Scope of Services
  - Exhibit A1 – Locked Acute Inpatient Mental Health Services
  - Exhibit A2 – Outpatient Mental Health Services
  - Exhibit A3 – Technical Guidance, Training, and Compliance
  - Exhibit A4 – Admission Procedure
  - Exhibit A5 – 5150 Process for Sierra County
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit
- Exhibit E – Certification Regarding Lobbying
- Exhibit F – Mental Health Contracts - Special Terms and Conditions

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**SCOPE OF SERVICES**

1. COUNTY manages the operations of a continuum of services including an inpatient psychiatric treatment facility, step-down programs, and outpatient treatment services. COUNTY agrees to provide services in the manner as described this exhibit. CONTRACTOR patients determined to meet admission requirements as outlined in the Scope of Work shall have access to COUNTY'S facilities designated to provide for the treatment of mentally ill persons. If COUNTY is unable to secure an inpatient psychiatric bed within Placer County for a Sierra County resident, Placer County will assist with securing another psychiatric bed outside of Placer County. All professional and paraprofessional personnel shall meet all applicable requirements set forth in Title 9, California Code of Regulations, Sections 622-630 inclusive, and any amendments thereto.
2. COUNTY, as a mental health plan under contract with the State of California Department of Health Care Services (DHCS), formerly known as the Department of Mental Health, will provide specialty mental health services to CONTRACTOR Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County in accordance with this exhibit.
3. Eligibility shall be verified or determined according to the requirements of the Short-Doyle Act, the Medi-Cal Program, or any applicable State or Federal law, as is appropriate. Client eligibility for third party insurance, or other coverage must be verified or confirmed by CONTRACTOR, and COUNTY does not assure coverage for clients, except as provided by law.
4. **INCIDENT REVIEW:** It is understood between the parties that COUNTY conducts reviews subsequent to incidents considered to be adverse. Said adverse incident reviews may require participation by CONTRACTOR. CONTRACTOR hereby agrees to such participation with the agreement that COUNTY may be accompanied by counsel.

LOCKED ACUTE INPATIENT MENTAL HEALTH SERVICES

1. **PURPOSE:** COUNTY shall provide 24-hour Locked Acute Inpatient Services and Unlocked Acute Inpatient Services (Crisis Residential Services) to persons in Sierra County who are deemed appropriate by COUNTY and CONTRACTOR based on bed availability.

Patients admitted to the Locked Acute Inpatient Unit and/or Unlocked Acute Inpatient Unit (Crisis Residential) shall receive the type, amount, and intensity of treatment, education, and care needed from qualified staff in order to maximize treatment outcomes to reduce the possibility of relapse and to minimize over-reliance on this mode of treatment.

2. **LOCKED ACUTE INPATIENT SERVICES:** CONTRACTOR patients (18 years and older) admitted to COUNTY Locked Acute Inpatient Services under Welfare & Institutions Code Section 5150 shall receive customary 24-hour care and services as well as covered services described below. Treatment for children under 18 years of age shall be discussed on a case-by-case basis and the disposition shall be mutually agreed upon by CONTRACTOR and COUNTY.

- 2.1 A full range of diagnostic and acute psychiatric services.

- 2.2 Clinical treatment based on diagnostic evaluation and individualized treatment plan.

- 2.3 A history and physical examination within 24 hours of admission.

- 2.4 A nursing assessment.

- 2.5 Special diets, as needed; and medical interventions, as needed.

- 2.6 An individualized treatment plan which may include, but not be limited to, individual therapy; group therapy; family therapy; recreational, social, education and rehabilitation opportunities, developed, implemented, and monitored by a multi-disciplinary/interagency team. This team shall be composed of at least COUNTY'S Medical Director or designee, either a social worker or a psychologist, and an R.N. This team shall also include other mental health professionals as assigned by CONTRACTOR (e.g. case manager) who will have aftercare responsibilities for the patient.

- 2.7 Developing in collaboration with CONTRACTOR, discharge planning and aftercare linkages for all CONTRACTOR patients.

- 2.7.1 Inpatient staff shall be responsible for providing patient or their representative with appropriate discharge information.

- 2.7.2 Inpatient staff shall be responsible for preparing discharge packets with appropriate documentation to facilitate placement.

**3. COUNTY RESPONSIBILITIES – LOCKED ACUTE INPATIENT SERVICES:**

- 3.1 COUNTY shall collaborate with Locked Acute Inpatient Unit in developing and maintaining policies and procedures specifically related to the admission, treatment, and discharge of involuntary patients (Reference Exhibit C – Admissions Procedure).
- 3.2 COUNTY shall only accept admission of persons referred under Section 5150 of the Welfare & Institutions Code by CONTRACTOR'S Medical Director or designee or crisis team.
- 3.3 COUNTY shall receive CONTRACTOR referrals for admission 24 hours per day, 7 days per week.
- 3.4 COUNTY'S Medical Director or designee shall provide admission authorization and admission orders for patients referred by CONTRACTOR'S COUNTY Director or designee or crisis team. If COUNTY'S Medical Director or designee does not authorize admission, he/she will contact CONTRACTOR'S Clinical Director, Psychiatrist, or Local Emergency room physician, or designee immediately to resolve issue. If a CONTRACTOR client is placed outside of the COUNTY facility, CONTRACTOR is responsible for costs incurred in the new placement.
  - 3.4.1 COUNTY'S Medical Director or designee shall provide after-hours consultation on CONTRACTOR patients as necessary to divert unnecessary admissions.
- 3.5 COUNTY'S Medical Director or designee shall provide on-site services to include but not be limited to:
  - 3.5.1 Admission orders per Locked Acute Inpatient Unit protocol, DSM-V diagnosis, vital signs, diet, medication, status, allergies, and lab orders.
  - 3.5.2 Initial psychiatric evaluation and history within 24 hours of admission.
  - 3.5.3 Daily therapeutic contacts with each patient Monday through Friday except holidays (to include appropriate documentation).
  - 3.5.4 Medication evaluations, appropriate orders and documentation.
  - 3.5.5 Orders and rationale for any kind of therapy including special diets, lab work, and medical tests as may be psychiatrically indicated.
  - 3.5.6 Informed Consent for each medication for each patient.
  - 3.5.7 Preparation for legal proceedings and court testimony including concerning psychiatric holds, but not limited to: Writs of Habeas Corpus, Probable Cause Hearing, Capacity Hearings, and 14-Day Certification Procedures.
  - 3.5.8 Completion of legal documentation concerning psychiatric holds.
  - 3.5.9 Participation in Multi-disciplinary Treatment Meetings and Clinical Review, Adverse Incidents/Unusual Occurrence Committee and Contract Review Committee as needed in the service of CONTRACTOR patients.

- 3.5.10 Dictation of Admission and Discharge Summaries.
- 3.6 For CONTRACTOR patients receiving inpatient services within the COUNTY PHF, COUNTY shall provide a Patients' Rights Advocate for CONTRACTOR patients pursuant to this Agreement, and do the following:
- 3.6.1 COUNTY'S Patients' Rights Advocate shall represent CONTRACTOR patients in all Certification Review Hearings. COUNTY shall acquire all Hearing Officers for Certification Review Hearings. COUNTY shall assure legal representation at hearings as required for services within the Placer County Psychiatric Health Facility.
  - 3.6.2 COUNTY'S Patients' Rights Advocate shall be available in all circumstances related to patients' rights, including but not limited to, patient or patient family requests for advocacy services, violations or conflicts with regard to patients' rights and in matters involving Probable Cause Hearings, Writ of Habeas Corpus, Capacity Hearings, and Minors' Rights Hearings.
  - 3.6.3 Probable Cause Hearing – Informal due process hearing to determine whether hospital has probable cause to continue to involuntarily detain person on 14-Day Certification.
  - 3.6.4 Writ of Habeas Corpus – Superior Court due process hearing to determine whether client should remain at facility involuntarily or be discharged.
  - 3.6.5 Capacity Hearing – Hearing to determine whether client is capable of making informed consent to psychotropic medications.
  - 3.6.6 COUNTY shall assure that a Patients' Rights Advocate is available for purposes of developing or revising protocols, policies and procedures and consulting with or training staff with regards to patients' rights issues.
  - 3.6.7 .
- 3.7 COUNTY shall develop and maintain procedures for reviewing adverse incidents and unusual occurrences. CONTRACTOR shall require that all CONTRACTOR 5150 designated staff attend COUNTY'S training on Acute Psychiatric Programs. COUNTY shall provide 5150/Legal Issues Training and encourage CONTRACTOR staff, particularly new 5150 designated writers, to complete the training.
- 3.8 COUNTY shall collaborate with inpatient staff in maintaining protocols and procedures for assessing and intervening in all high-risk behaviors including, but not limited to, suicide precautions, assault precautions, and elopements.
- 3.9 COUNTY shall assure inpatient staff are trained in and will properly implement Seclusion and Restraint procedures, including documentation.
- 3.10 COUNTY shall pay for costs incurred in transporting CONTRACTOR patients to other psychiatric facilities due to circumstances beyond CONTRACTOR'S control. CONTRACTOR shall be responsible for transportation costs if the total amount of the

contract has been exceeded in a single year due to high usage. CONTRACTOR shall be notified as soon as possible upon transportation of CONTRACTOR patients.

3.11 COUNTY shall be responsible for transportation of patients to acute medical facilities due to medical emergencies.

3.12 COUNTY shall notify CONTRACTOR prior to the release of a CONTRACTOR patient. Discharge readiness is the decision of COUNTY'S Medical Director or designee.

3.13 COUNTY shall:

3.13.1 Develop protocols, procedures, forms, etc., as needed to implement this contract.

3.13.2 Train CONTRACTOR and COUNTY staff as warranted by this contract.

3.13.3 Review admission and discharges as well as individualized treatment plans to assure compliance with this contract.

4. **CRISIS RESIDENTIAL TREATMENT SERVICES:** In accordance with California Code of Regulations, Section 1810.208, "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis that do not have medical complications requiring nursing care.

COUNTY shall:

4.1 Provide Crisis Residential Treatment Services to CONTRACTOR at its Cornerstone Roseville facility, which is adjacent to the Psychiatric Health Facility described herein.

4.2 Provide the service which includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems.

4.3 Provide the service 24 hours per day, seven days per week depending on space availability. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

5. **CONTRACTOR RESPONSIBILITIES – GENERAL**

5.1 CONTRACTOR shall designate COUNTY'S Locked Acute Inpatient Unit as a facility for the 72-hour detention and treatment for the mentally ill in accordance with Welfare & Institutions Code Section 5150 et seq. and Section 820 of Title 9 of the California Code of Regulations, so long as COUNTY agrees to and is capable of providing a Locked Acute Inpatient program for CONTRACTOR patients.

5.2 Regarding services rendered by COUNTY in Locked Acute Inpatient Unit, CONTRACTOR agrees to provide:

5.2.1 Consultation to the Inpatient facilities.

5.2.2 Discharge planning and placement.

- 5.2.3 Documented medical clearance by a physician or nurse practitioner licensed to practice medicine in the State of California for patients referred for admission assuring that the patient is free from medical complications and appropriate for treatment in a non-medical psychiatric facility. Under certain circumstances, consistent with Inpatient policies and procedures, the COUNTY psychiatrist may elect to waive the physical.
- 5.2.4 CONTRACTOR will coordinate services of all agencies for CONTRACTOR patients.
- 5.2.5 CONTRACTOR shall notify COUNTY of their intent to admit a CONTRACTOR patient to COUNTY Locked Acute Inpatient facility.
- 5.2.6 CONTRACTOR shall collaborate with COUNTY in completion of all assessment forms with the patient, the parent/guardian, and/or CONTRACTOR representative as requested after admission.
- 5.2.7 CONTRACTOR liaison shall assist in the preparation of court cases for CONTRACTOR clients who require writ hearing. CONTRACTOR liaison shall be responsible for the identification and attendance of needed witnesses.
- 5.3 CONTRACTOR shall be responsible for filing for initial and renewal conservatorship for CONTRACTOR patients.
- 5.4 CONTRACTOR shall be responsible for coordinating placement of all CONTRACTOR patients after Locked Acute Inpatient treatment is completed.
- 5.5 CONTRACTOR shall be responsible for transporting CONTRACTOR patients to COUNTY facilities for Locked Acute Inpatient Unit.
  - 5.5.1 CONTRACTOR shall be responsible for transporting patients from Locked Acute Inpatient Unit to placement facilities at the time of discharge. Transportation may be provided by CONTRACTOR staff, by Conservator, by family or friends, or by ambulance, depending on individual client need and availability of resources and agreed upon by COUNTY.
- 5.6 CONTRACTOR shall readily exchange patient clinical, demographic and financial information related to this contract.
  - 5.6.1 CONTRACTOR will not be responsible for costs incurred for medical treatment of clients in Locked Acute Inpatient Unit without prior authorization by Medical Director, except in life threatening emergencies when unable to contact CONTRACTOR Medical Director.
- 5.7 CONTRACTOR shall require that all CONTRACTOR 5150 designated staff attend COUNTY'S training on Acute Psychiatric Programs.

6. **JOINT RESPONSIBILITIES:** COUNTY and CONTRACTOR agree to:

- 6.1 Conduct 5150 assessments, transportation, and placement in accordance with the 5150 Process for Sierra County attached hereto as Exhibit A5.
- 6.2 Coordinate to ensure appropriate admission, treatment, discharge, aftercare planning, and linkage occur based on individual patient need and the availability of resources.
- 6.3 Develop protocol for resolving potential disputes, disagreements, and/or misunderstandings regarding these services.
- 6.4 Share joint responsibility for investigating adverse incidents and unusual occurrences and making written recommendations to the Locked or Unlocked Inpatient Unit staff with regard to each incident.
- 6.5 Work in collaboration with COUNTY'S County Counsel to prepare for each court hearing as referenced in Provider Responsibilities – Locked Acute Inpatient Services, Item 3.5.7
- 6.6 Have equal access to the mental health records for patients for whom they are jointly providing care and services through this contract.

7. **PARTNERSHIP REVIEW COMMITTEE:**

- 7.1 The Partnership Review Committee shall be composed of COUNTY, CONTRACTOR, and Locked Acute Inpatient Unit representatives. CONTRACTOR shall identify a clinical representative to this committee to be available for the below-listed purposes and for inpatient decisions and discharge coordination of services.
- 7.2 The purpose of this committee shall be twofold:
  - 7.2.1 To assure compliance by both CONTRACTOR and COUNTY in the implementation of this contract.
  - 7.2.2 To review problem areas and designate staff to collaborate on potential solutions.
  - 7.2.3 Designated staff shall convene as needed in specific problem-solving groups

**OUTPATIENT MENTAL HEALTH SERVICES**

1. **PURPOSE:** COUNTY shall provide Medi-Cal Specialty Mental Health Services to Sierra County Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County. COUNTY does this as a mental health plan under contract with the State of California DHCS.  
  
Typically, the Sierra County Medi-Cal beneficiaries requiring out-of-county Medi-Cal Specialty Mental Health Services are children placed by Sierra County Child Welfare Services in foster placements. Infrequently, an adult may also require out-of-county services.
2. **MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** Those CONTRACTOR Medi-Cal Beneficiaries needing services outside of Sierra County will have access to medically necessary Medi-Cal Specialty Mental Health Services as described in the California Code of Regulations, Title 9, Chapter 11.
3. **COUNTY RESPONSIBILITIES – MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** COUNTY will perform limited case management including brokerage and linkage, and administrative activities necessary to arrange for services, to include, but not be limited to:
  - 3.1 Coordination with CONTRACTOR representatives, such as Child Welfare Services and Mental Health Services staff.
  - 3.2 Coordination with out-of-county service providers.
4. **CONTRACTOR RESPONSIBILITIES – GENERAL**
  - 4.1 Regarding services rendered by COUNTY necessary to arrange out-of-county Medi-Cal Specialty Mental Health Services, CONTRACTOR agrees to provide primary case management and consultation to COUNTY staff necessary to arrange for appropriate services.
  - 4.2 CONTRACTOR agrees to participate as a standing member on the Placer County System of Care Compliance Committee. In addition, CONTRACTOR agrees to provide Quality Improvement Functions for Sierra County Services as required by the State DHCS. These functions may include the development of a Cultural Competence Plan or the data from Sierra County necessary to input into the Placer County Cultural Competence Plan as well as participation on the Placer County Cultural Competence Committee.

**TECHNICAL GUIDANCE, TRAINING, AND COMPLIANCE**

1. **PURPOSE:** COUNTY shall provide technical guidance, training, education and monitoring when requested, to CONTRACTOR to assist CONTRACTOR in order to comply with the Medi-Cal Mental Health Plan (MHP) Requirements and Department of Health Care Services (DHCS) requirements. CONTRACTOR is currently under the Placer-Sierra County joint MHP. As such, CONTRACTOR shall have to comply with all applicable provisions of the DHCS/ COUNTY MHP contract. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and MHP requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. CONTRACTOR will need to comply with all applicable provisions of the federal mental health requirements as set forth in Exhibit E entitled "Mental Health Contracts – Special Terms and Conditions," attached hereto and incorporated herein by this reference. COUNTY shall provide technical guidance, training, and education to CONTRACTOR to assist CONTRACTOR in order to comply with the DHCS Performance Agreement and the Federal Medicare/Medicaid Managed Care Final Rules. DHCS administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees CONTRACTOR provision of community mental health services provided with realignment funds. CONTRACTOR must meet certain conditions and requirements to received funding for these programs and community mental health services. This Agreement, which is CONTRACTOR'S performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that CONTRACTOR must meet in order to receive this funding. This Agreement does not cover federal financial participation of State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. CONTRACTOR agrees to comply with all of the conditions and requirements described herein.
  
2. **COUNTY RESPONSIBILITIES:** COUNTY will provide technical guidance, training, education and monitoring to CONTRACTOR to include, as needed, but not be limited to:
  - 2.1 Coordination with CONTRACTOR representatives at least monthly.
  - 2.2 Annual Training on Mental Health Medi-Cal requirements.
  - 2.3 Annual oversight of CONTRACTOR mental health chart auditing process and assistance in continued development of same.
  - 2.4 Examples of DHCS approved Quality Improvement Plan and Evaluation of the Quality Improvement Plan Effectiveness.
  - 2.5 Assist in preparation for annual External Quality Review including examples of completed required documents and draft schedules. This may include strategies and changes document, Pathways to Wellness, (Katie A. update), ISCA, Performance Improvement Projects, etc.

- 2.6 Provide example of required MHP Implementation Plan.
- 2.7 Provide example of MHP Compliance Plan.
- 2.8 Provide assistance to update current Cultural Compliance Plan as needed.
- 2.9 Provide examples of timeliness workgroup process to adhere to special terms and conditions pursuant to current 1115 B Freedom of Choice Waiver.
- 2.10 Provide examples such as provider directory, network adequacy report, etc., to comply with the Federal Medicare/Medicaid federal Managed Care Final Rules.
- 2.11 Provide examples of MH Documentation Guidelines
- 2.12 Provide examples of Grievance, Appeals and Notices of Adverse Beneficiary Determination notifications and resolutions.
- 2.13 Provide technical support for any State Fair hearings.
- 2.14 Provide technical assistance and training on authorization process
- 2.15 Assist in on-going implementation of access to services test calls

3. **Electronic Health Record:**

- 3.1 If Requested by CONTRACTOR, COUNTY may provide technical support to CONTRACTOR for the Implementation of an Electronic Health Record

4. **Quality Improvement and Compliance:**

- 4.1 COUNTY will provide technical assistance to CONTRACTOR regarding the implementation of the requirements of the MHP Performance Agreement; the Medicaid/Medicare Final Rules and the Mental Health Parity and Addiction Equity Act (MHPAEA).
- 4.2 CONTRACTOR Responsibilities. In response to COUNTY'S technical guidance, CONTRACTOR will provide produce the following:
  - 4.2.1 Completed required Annual External Quality Review documents, including but not limited to strategies and changes document, Pathways to Wellness (*Katie A*) update, ISCA, Timeliness Self-Assessment, and Performance Improvement Projects, etc.
  - 4.2.2 Complete an annual Quality Improvement Plan and Review each Plan when completed to determine effectiveness of plan.
  - 4.2.3 Complete Performance Improvement Projects (PIP) when mutually agreed upon.

- 4.2.4 Complete Network Adequacy Submission Documents, including completed and updated NACT form, updated required CONTRACTOR maps, provider directory, contracts, etc.
- 4.2.5 Complete quarterly test call reports for submission to the DHCS
- 4.2.6 Complete quarterly reports for submission to the QIC quarterly meeting, including clinical trends, Utilization reviews, etc.
- 4.2.7 Complete and maintain a credentialing process for all MHP staff members (including contracted staff members).
- 4.2.8 CONTRACTOR MHP employees will complete MHP Documentation, Cultural Competency trainings, Beneficiary Protection and Compliance trainings as assigned by MHP.
- 4.2.9 CONTRACTOR will maintain its own grievance log from beneficiaries expressed concerns and submit on an annual report to DHCS.

**ADMISSION PROCEDURE**

Sierra County Clients  
Placer County Psychiatric Health Facility  
101 Cirby Hills Drive, Roseville, California

**POLICY:** Effective June 22, 2001, COUNTY will admit CONTRACTOR Medi-Cal eligible and indigent clients to the COUNTY subcontracted Psychiatric Health Facility (PHF) pursuant to the contractual agreement between COUNTY and CONTRACTOR for in-patient psychiatric services. The following procedure has been developed as a guideline for COUNTY Adult Intake Services (AIS) and Crisis intake worker(s) to assist CONTRACTOR in placing CONTRACTOR clients at the COUNTY PHF.

**PURPOSE:** To detail the admissions process of CONTRACTOR Medi-Cal eligible and indigent clients to the COUNTY PHF.

**PROCEDURE:** All potentially eligible CONTRACTOR clients shall be processed through the following admissions procedure:

- All CONTRACTOR clients must meet medical necessity criteria for psychiatric inpatient admission.
- All CONTRACTOR clients must be medically screened prior to admission to the COUNTY Subcontracted PHF. The medical screening may include either laboratory work, and/or clearance through a hospital emergency room.
- A licensed physician or physician assistant shall medically screen the client in order to confirm that they meet minimum requirements for medical screening for admission to the PHF. COUNTY'S minimum requirements for medical screening may be obtained by calling AIS Intake – ROSEVILLE (916) 787-8860. The AIS intake worker will work closely with the crisis response teams and the subcontractor for the County Psychiatric Health Facility to determine if CONTRACTOR is aware of a Sierra County Beneficiary who meets the above criteria and is in need of psychiatric hospitalization, CONTRACTOR will contact the receiving psychiatric hospital and COUNTY AIS intake. CONTRACTOR will fax the following completed forms to the COUNTY AIS intake worker for review and concurrence:
  - Medical Screening Form
  - Biopsychosocial Assessment
  - Demographic Form
  - Periodic Information Sheet
  - 5150 Hold Form

If the forms are complete and no additional information is required, the COUNTY AIS intake worker will call the COUNTY On-Call psychiatrist and review the case for admittance to the PHF.

- a) If additional information is required the COUNTY AIS intake worker will call the CONTRACTOR worker prior to the client being discussed with the COUNTY PHF Subcontractor On-Call Psychiatrist.
  - b) If questions arise during the conversation between the COUNTY AIS and Crisis intake worker and the COUNTY PHF Subcontractor On-Call psychiatrist, the psychiatrist may request either AIS or Crisis Worker intake to call the CONTRACTOR worker or the psychiatrists may call the CONTRACTOR worker themselves to obtain the additional information necessary to allow admission to the PHF.
  - c) The COUNTY PHF Subcontractor On-Call Psychiatrist shall call the medical practitioner or emergency room physician if additional information is required regarding the medical clearance.
- Once the psychiatrist has made the determination to admit the client to the PHF, the CONTRACTOR worker will arrange for an ambulance, or suitable transport, of the client to the PHF. All original documents must accompany the patient to the PHF.
  - If the client is not admitted to the PHF for any reason, the AIS or Crisis intake worker will make best efforts to locate an inpatient psychiatric facility that will admit the client.

**5150 PROCESS FOR SIERRA COUNTY**

**Definitions:**

**Adult Intake Services:** Adult Intake Services receive all calls from hospitals, law enforcement, and the community. These workers are responsible for entering contacts into AVATAR and communicating with the Sierra Mental Wellness Group Lead Staff. (*Adult Intake Services phone number is 916-787-8860.*)

**Crisis Worker:** Crisis Workers are employees of either the MHP or subcontracted agency that has been given authority to evaluate and detain individuals pursuant to Welfare and Institutions Code, Section 5150.

**Crisis Team Lead Staff:** This person is assigned to manage and assist individuals who are performing 5150 applications in the Tahoe Forest Hospital area. The MHP Subcontracted Crisis Team will respond to all requests for Crisis Evaluations at Tahoe Forest Hospital or *Sierra Nevada Memorial Hospital*.

**5150 Crisis Evaluation:** The evaluation assists the Crisis Worker to conduct a structure interview which will identify the needs of the client and to verify if the person meets 5150 requirements as stated in W&I Code 5150.

**5150 Application / Hold:** The application permits a psychiatrist to "hold and observe" the individual in a locked treatment facility against their will, up to 72 hours.

**Psychiatric Health Facility (PHF):** Sierra County has a contract with Placer County Psychiatric Health Facility (PHF) for Medi-Cal beneficiaries and the uninsured.

**5150 Hold:** Danger to self, danger to others, and grave disability as defined in W&I Code 5150. Law enforcement and Sierra County designated employees can place a person on a 5150 hold.

**Doctor to doctor consultation:** Adult Crisis Response/crisis worker will facilitate communication between the treating physician and the admitting psychiatrist to discuss the case and the medical / psychiatric concerns if requested by either doctor.

**Process:**

CONTRACTOR will identify an individual who is in need of a 5150 evaluation.

CONTRACTOR will call Adult Intake Services, notifying them of the 5150 application and give contact information such as full name, date of birth, location, security number, aliases, other.

CONTRACTOR will either call law enforcement to place a person on a 5150 or will place a person on a 5150.

CONTRACTOR will fax client information, 530-265-9376, to Adult Intake Services who will notify SMWG of the insurance, contact information, and medical records.

CONTRACTOR will copy and send medical records with the patient, if available, such as medical history, recent medications, doctor notes, observations, items that would be helpful for a psychiatric review.

CONTRACTOR, Law enforcement, or ambulance will transport the patient to Tahoe Forest Hospital.

Once at Tahoe Forest Hospital:

Tahoe Forest Hospital staff will notify Adult Intake Services of the medical clearance.

CONTRACTOR or designee, who transported the client, will communicate with the Placer/Sierra Subcontracted Crisis Worker prior to leaving the hospital.

The MHP Crisis Worker will complete the appraisal of client and document on the green CARE-002 form titled "*Mental Health Crisis Evaluation.*"

The MHP Crisis Worker will discuss the information with the on-call psychiatrist regarding the evaluation.

Determination

The on-call Adult System of Care psychiatrist will determine if the patient meets 5150 criteria, based upon the information gathered by the MHP Crisis Worker.

The on-call psychiatrist will instruct the worker to either write an application for a 5150 involuntary hold or not.

The MHP Crisis Worker will notify CONTRACTOR of the doctor's determination. *In cases of disagreement, the MHP Crisis Worker will facilitate a doctor to doctor consultation.*

A copy of the written assessment and 5150 application will be faxed to CONTRACTOR to be filed in the CONTRACTOR chart.

If the patient is to be held on a 5150 application, then the MHP Crisis Worker will assist with placement and transportation to the accepting facility.

If the patient does not meet 5150 criteria, the MHP Crisis Worker will communicate this to CONTRACTOR. Transportation will be arranged by the MHP Crisis Worker in collaboration with CONTRACTOR.

The MHP Crisis Worker will report to Adult Intake Services the resolution.

**PAYMENT PROVISIONS**

This payment provision is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement, and limited to moving identified funding amounts between lines.

<u>Services &amp; Costs FY20/21</u>	<u>Administrative Costs FY20/21</u>	<u>Total FY20/21</u>
\$26,878	\$4,118	\$30,996
<u>Services &amp; Costs FY21/22</u>	<u>Administrative Costs FY21/22</u>	<u>Total FY21/22</u>
\$26,878	\$4,118	\$30,996
<u>Services &amp; Costs Subtotal</u>	<u>Administrative Costs Subtotal</u>	<u>Total Contractual Amount</u>
\$53,756	\$8236	\$61,992

CONTRACTOR shall pay COUNTY in 24 equal monthly payments of Two Thousand Five Hundred Eighty-Three Dollars (\$2,583), which is equal to one twenty-fourth (1/24) of the total contractual obligation.

COUNTY shall also receive applicable State matching funds for providing Medi-Cal specialty mental health services provided to CONTRACTOR Medi-Cal beneficiaries. To the extent State general funds are unavailable as match to Medi-Cal, CONTRACTOR will be responsible for matching funds.

CONTRACTOR shall reimburse COUNTY at the end of the each fiscal year for all services and costs over the annual base amount of Twenty Six Thousand, Eight Hundred and Seventy Eight Dollars (\$26,878) per fiscal year. This reimbursement shall be determined by the applicable cost report rates and service utilization for the fiscal year.

PATIENT BILLING: COUNTY shall use the uniform billing and collection guidelines prescribed by the DHCS to bill CONTRACTOR patients as appropriate. Failure of COUNTY to comply will be in violation of the DHCS's regulations and may be subject to audit exception.

CONTRACTOR patients shall be charged a fee by COUNTY for inpatient services, in accordance with the DHCS's Uniform Method of Determining Ability to Pay (UMDAP). No patient shall be denied services because of his or her inability to pay.

CONTRACTOR shall be responsible for the residual balance following receipt of Medi-Cal payment or third-party insurance payments. CONTRACTOR agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Eight Hundred Thirty-Six Dollars (\$836) per day for inpatient services.

CONTRACTOR shall be responsible for the residual balance following receipt of Medi-Cal payment or third-party insurance payments. CONTRACTOR agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Two Hundred Seventy-Five Dollars and 30 cents (\$275.30) per day for crisis residential services.

Additional Reimbursement

- 1) CONTRACTOR agrees to reimburse COUNTY at its contracted rate with its PHF operator, North Valley Behavioral Health, for a CONTRACTOR Medi-Cal or uninsured client that hospitalized at the PHF.
- 2) If a CONTRACTOR client has Medicare or private insurance then COUNTY will work collaboratively with CONTRACTOR or its contractor, to assist with facilitating placement best suited for that coverage in lieu of placement at the PLACER PHF.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**REPORTING EXHIBIT**

COUNTY will be responsible for the following periodic reports due to the California DHCS:

- IMD reports

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Sierra

Name of Contractor

HHS000035

Contract/Grant Number

Date

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

Title

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
	<p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

MENTAL HEALTH CONTRACTS - SPECIAL TERMS AND CONDITIONS

1. **MENTAL HEALTH REQUIREMENTS:** SIERRA shall comply with all applicable provisions of the PLACER MHP contract, available from PLACER upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting.
2. **MENTAL HEALTH COST REPORT:** SIERRA COUNTY shall comply with the following section once they begin to bill Medi-Cal for specialty Mental Health Services. Once Specialty Mental Health Medi-Cal billing has commenced on behalf of SIERRA COUNTY, SIERRA County must provide cost reporting to the State in relations to this contract, pursuant to Section 14705 (c) of the California Welfare and Institutions Code, PLACER must provide cost reporting to the State in relation to this contract. SIERRA agrees to provide PLACER with an annual cost report in accordance with the California Department of Health Care Services (DHCS) requirements no later than October 31<sup>st</sup> for the preceding fiscal/contractual year. SIERRA agrees that failure to provide said report prior to November 1<sup>st</sup> may result in a penalty of **\$100 per calendar day** until the cost report is received by PLACER. At the PLACER'S discretion payment of said penalties may be scheduled for direct submission to the PLACER or as an offset of a future bill for services under this Agreement or a subsequent agreement for like services.

It is agreed between PLACER and SIERRA that the rate stated above is intended to represent the SIERRA'S actual cost as presented in the required year-end cost report. Should the year-end cost report reflect a rate that is less than that stated herein, SIERRA agrees to reimburse PLACER for all amounts paid in excess of the year-end cost report rate. Reimbursement shall be remitted to PLACER not later than December 31<sup>st</sup> for the preceding fiscal/contractual year.

3. **CULTURAL COMPETENCE:** SIERRA shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 10-02, which is incorporated herein by reference. PLACER and SIERRA compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a)(9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

SIERRA is required to participate as requested in the development and implementation of specific Placer County Cultural Competence Plan provisions including:

- Development and assurance of compliance with administrative and human resource policy and procedural requirements;

- Participation in agency cultural competence self-assessment protocol as provided by County of Placer Behavioral Health Managed Care;
- Culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participation in PLACER and agency sponsored training programs to improve quality of services to the diverse population in Placer County; participation in County of Placer Behavioral Health Managed Care quality management program to assess the access, appropriateness and outcomes of services delivered by SIERRA.
- County of Placer Behavioral Health Managed Care shall provide orientation and guidance to SIERRA regarding specific provisions and requirements of the Cultural Competence Plan.

At this time, Spanish is Placer County's only threshold language for which culturally competent services are required. However, SIERRA is encouraged to provide similar services in additional languages when possible.

**4. CERTIFICATION OF PROGRAM INTEGRITY:**

- 4.1. SIERRA shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
- 4.2. SIERRA shall ensure that each Medi-Cal beneficiary for whom the SIERRA is submitting a claim for reimbursement will assure the following:
  - 4.2.1. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the DHCS, a copy of which will be provided to SIERRA by PLACER under separate cover.
  - 4.2.2. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
  - 4.2.3. The services included in the claim were actually provided to the beneficiary.
  - 4.2.4. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
  - 4.2.5. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Placer County and the DHCS.
  - 4.2.6. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between Placer County and the DHCS.

NOTE: Authority: Sections 14043.75 14680, and 14712 Welfare and Institutions Code.

- 4.3. SIERRA certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
- 4.4. In addition, SIERRA certifies that the following processes are in place:

- 4.4.1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
- 4.4.2. The designation of a compliance officer and a compliance committee that are accountable to senior management.
- 4.4.3. Effective training and education for the compliance officer and the organization's employees.
- 4.4.4. Enforcement of standards through well-publicized disciplinary guidelines.
- 4.4.5. Provisions for internal monitoring and auditing.
- 4.4.6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 4.4.7. SIERRA shall conduct monthly comparisons of all SIERRA employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) ([www.oig.hhs.gov](http://www.oig.hhs.gov)) and General Services Administration (GSA) Excluded Parties List System (EPLS) ([www.epls.gov](http://www.epls.gov)) or System for Award Management (SAM) Excluded Parties List System (EPLS) ([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM)). These monthly checks shall be compiled into a quarterly report and sent to the County Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

**5. DHCS MANDATED SPECIAL TERMS AND CONDITIONS PROVISIONS:**

The following requirements are reproduced from applicable sections of the Mental Health Plan Contract between Placer County and California Department of Health Care Services (DHCS) 2013-2018, Exhibit D(F), Special Terms and Conditions (revised February 20, 2013), and are republished in this exhibit as required by DHCS regulations.

**FEDERAL EQUAL OPPORTUNITY REQUIREMENTS:** Applicable to all federally funded agreements. (Exhibit D(F) Section 1)

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

CONTRACTOR shall, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the CONTRACTOR'S commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONTRACTOR shall comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR'S noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTOR shall include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as PLACER may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by PLACER, CONTRACTOR may request in writing to PLACER, who, in turn, may request DHCS to enter into such litigation to protect the interests of the State and of the United States.

**SUBCONTRACT REQUIREMENTS:** (Exhibit D(F) Section 5h)

CONTRACTOR agrees to maintain and preserve, until three years after termination of this Agreement and final payment from DHCS to the PLACER, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and

records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

**AUDIT AND RECORD RETENTION:** Applicable to agreements in excess of \$10,000. (Exhibit D(F) Section 7 a-f)

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

CONTRACTOR'S facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

CONTRACTOR agrees that PLACER, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the CONTRACTOR agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896)."

CONTRACTOR shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**CONFIDENTIALITY OF INFORMATION:** (Exhibit D(F) Section 13)

CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to CONTRACTOR, as a result of services performed under this Agreement, except for statistical information not identifying any such person.

CONTRACTOR shall not use such identifying information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.

CONTRACTOR shall promptly transmit to the PLACER all requests for disclosure of such identifying information not emanating from the client or person.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than PLACER without prior written authorization from PLACER, except if disclosure is required by State or Federal law.

For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

As deemed applicable by PLACER, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**DEBARMENT AND SUSPENSION CERTIFICATION:** Applicable to all agreements funded in part or whole with federal funds. (Exhibit D(F) Section 19)

By signing this Agreement, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

By signing this Agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to PLACER.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, PLACER may terminate this Agreement for cause or default.

**SMOKE-FREE WORKPLACE CERTIFICATION:** Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments. (Exhibit D(F) Section 20)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

CONTRACTOR further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**OFFICIALS NOT TO BENEFIT:** (Exhibit D(F) Section 24)

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION:** Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of Title 31, U.S.C. (Exhibit D(F) Section 32)

Certification and Disclosure Requirements

Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under

Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by PLACER. CONTRACTOR. CONTRACTOR shall forward all disclosure forms to PLACER.

#### Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.