TULARE COUNTY AGREEMENT NO. 31442

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2023 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **ASPIRANET**, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. COUNTY wishes to develop the Wraparound program that is strength-based, child and family centered and needs driven; and

B. CONTRACTOR has the experience to provide intensive services to families who have complex needs to keep children safely at home; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of July 1, 2023, and expires at 11:59 PM on June 30, 2024, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached **Exhibit A, A1, and A2.**

3. **PAYMENT FOR SERVICES:** The total amount payable under this Agreement shall not exceed $2,879,629 payable as set forth in **Exhibits B, B1, B2 and B3.**

4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

☒	**Exhibit D**	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☒	**Exhibit E**	Cultural Competence and Diversity
☐	**Exhibit F**	Information Confidentiality and Security Requirements
☐	**Exhibit G**	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
☐	**Exhibit G1**	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☒	**Exhibit H**	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
5957 S. Mooney Blvd
Visalia, CA 93277
Phone No: 559-624-8000
Fax No:559-713-3718

With a Copy to:
COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:
ASPIRANET
1840 S. Central St.
Visalia, CA 93277
Phone No: 559-471-4050

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. **MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

ASPIRANET

Date: 10/2/2023

By DocuSigned by: Vernon Brown 08ACD384F972492...

Print Name Vernon Brown

Title CEO

Date: 10/2/2023

By DocuSigned by: Grant Lee BB3883D8C784411...

Print Name Grant Lee

Title Chief HR Officer

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 10/24/2023

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

BOARD OF SUPERVISORS TULARE COUNTY, CAL.

Approved as to Form
County Counsel

By Allison K. Pierce 10/02/2023
Deputy

Matter # 2023791

Exhibit A

Aspiranet
1840 S. Central Street
Visalia, CA 93277
(559)471-4050
Vernon Brown, CEO
vbrown@aspiranet.org

PURPOSE

Tulare County (hereinafter COUNTY) is collaborating with Aspiranet (hereinafter CONTRACTOR) to provide Tulare County Wraparound (hereinafter Wraparound) to eligible Children and Families of Tulare County. Wraparound is designed to serve families with multiple, complex needs that may threaten the families' stability, well-being, and ability to keep their child(ren) safely at home. CONTRACTOR will provide a strength-based, needs-driven, family-centered, flexible, and cost-effective program that helps children and families build life skills, and strengthen individual and family supports so that family functioning is improved, barriers to meeting basic life needs are overcome, and out-of-home placements are prevented. The subsequent decreases in placement and community costs and increases in families' ability to care for their children result in fiscal and human resource savings that can be reinvested toward future placement prevention services.

I. TARGET POPULATION

1. Children considered eligible for Wraparound shall meet the following criteria:

   - Be a dependent or ward of the Tulare County Juvenile Court or eligible for Adoption Assistance Program (AAP) services (in accordance with W & I Code 16121) within Tulare County; and
   - Be a child who is currently placed in, or who is at risk of being placed in, a short term residential treatment program (STRTP) (it is expected that provisional STRTP are in good standing and abide by any requirements set forth from the State with regards to conversion into STRTP).

   OR:

   - Be a child who is not a current dependent, ward of the Tulare County Juvenile Court, or eligible for Adoption Assistance Program (AAP) services but is deemed high risk and approved by the Wraparound Executive Team for Wraparound services; and
   - Be at risk of placement in a STRTP (it is expected that provisional STRTP are in good standing and abide by any requirements set forth from the State with regards to conversion into STRTP).

2. In addition to the above, children considered for Wraparound must also meet all of the following criteria:

Exhibit A

- Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member or Resource Parent who has agreed to participate in Wraparound and has signed a Release of Information form allowing the Community Team members to fully disclose information necessary to determine the appropriateness for Wraparound; and

- Willing to participate in Wraparound; and

- Exhibit one or more of the following characteristics (this is NOT an all-inclusive list):

    - Frequent running away
    - Sexualized behavior
    - Post-traumatic stress disorder
    - Aggressive/assaultive behavior
    - Oppositional/defiant behavior
    - Self-injurious behavior
    - Multiple placements
    - One or more hospitalizations in a mental health facility
    - Previously certified and approved for placement or STRTP
    - Substance use disorder
    - Fire starter
    - Minor criminal behavior
    - School behavior/truancy problems
    - Beyond control of parents and/or primary care adults
    - Intensified services have been provided
    - Mild Developmental disorder not recognized by a Regional Center

II. CONTRACTOR SERVICE RESPONSIBILITIES

1. CONTRACTOR shall provide services to eligible Wraparound participants in the geographical area of Tulare County. Services to Tulare County Wraparound eligible children shall be coordinated when an eligible child resides in an area outside the County. CONTRACTOR shall assist with the coordination of services and supports which will be developed between the COUNTY, CONTRACTOR, and the County of residents of the referred eligible child.

2. CONTRACTOR shall be available to provide Wraparound services to clients 24 hours per day, seven days a week, and 365 days a year. CONTRACTOR shall respond in person, immediately, when the situation is determined to be urgent. When the situation is not urgent, CONTRACTOR shall respond when deemed appropriate within both during and outside of normal business hours.

3. CONTRACTOR shall ensure appropriate transportation has been arranged for clients to access services as needed. Informal support or Community Resources shall be utilized as a first resort.

Exhibit A

4. CONTRACTOR shall be responsible for facilitating, coordinating, notifying all parties via email appointment to include therapists, social worker, probation officer, educational liaison seven days in advance of the scheduled Child and Family Team (CFT) meetings. If the scheduled CFT is canceled within 24 hours, both a phone call and email shall be made to all the partners referenced above. At minimum, the CFT should include a facilitator, the client and family, as well as one additional member (including, but not limited to: a youth or parent partner, referring party, or any other individual who has a supportive role in the client's life).

5. CONTRACTOR shall coordinate and assign the following Child and Family Team members: facilitator, support counselor, parent partner, social worker, probation officer, therapist, and other persons or agencies, as required and/or requested by a child and/or family member.

6. CONTRACTOR shall facilitate the Wraparound services planning process by engaging services following the SB 163 (Chapter 795, Statutes of 1997) State Wraparound Standards issued by the California Department of Social Services.

7. CONTRACTOR shall provide Engagement Services for up to the first 30 days prior to the child's return to the home. During the thirty (30) day Engagement period CONTRACTOR shall make personal contact with the referred family and the referred child for the purpose of introducing the Family Partner and the Facilitator, and to help identify service and resource needs for the purpose of transitioning the child back into the home.

8. CONTRACTOR shall provide all needed mental health services (rehabilitation, case management, psychiatric services, collateral contacts, individual, group, family therapy) within the first ninety (90) days of the child's enrollment into Wraparound.

9. CONTRACTOR shall complete a full mental health assessment within twenty-one (21) days of the child's enrollment into Wraparound.

10. CONTRACTOR shall complete the Consumer Wellness Plan (CWP) within 30 days of the child's enrollment into Wraparound.

11. CONTRACTOR shall provide intensive case management, up to and including daily contact, as appropriate, with families to support them in achieving self-sufficiency.

12. CONTRACTOR shall develop, implement, and complete the family's initial Individual Service Plan (ISP) within the first 30 days of the child's enrollment into Wraparound which shall be presented and approved by the Child and Family Team and the Wraparound Community Team.

13. CONTRACTOR shall continue to develop, continuously update, and implement, and complete Individual Service Plans (ISP) for each enrolled child every 90 days after

the initial ISP has been developed for the child/family. The ISP shall be updated as often as needed while the child/family is enrolled in Wraparound. The Quarterly ISP's shall be signed and approved by the Child and Family Team and the Tulare County Wraparound Community Team.

14. CONTRACTOR shall employ and appropriately train an adequate number of staff as described in CONTRACTOR's budget proposal to achieve the Wraparound objectives.

15. CONTRACTOR shall attend monthly Tulare County Wraparound Community meetings and provide a report on the sum of services and/or activities provided to each child/family enrolled in Wraparound. The report format shall be developed by the CONTRACTOR and approved by the COUNTY. The report shall also include the following information:
    - Tracking of the stage each child is in and how long they have been at that stage (Engagement, Implementation, and Transition)
    - After Hours data to include the number of crisis calls, 24 hour support given, the location of the after hour services, how often these services are provided outside of regular business hours
    - Any extracurricular activities the child is enrolled in.
    - Crisis Data including any trips to the Emergency Room and/or any arrest information.
    - Face to Face services provided; including CFTs per week per child with the location of service and what level of assistance is provided.
      per child.

    Staff time shall be reported for time claimed (invoiced) to Foster Care and time claimed for EPSDT/Medi-Cal eligible services. The report shall be developed to track time delivered to youth/families by members of the CONTRACTOR staff (Family Partner, Family Specialist, Skills Trainer, Facilitator, Clinician, etc.) assigned to work within the family.

16. CONTRACTOR shall attend the quarterly Tulare County Wraparound Executive Team and shall provide a report on progress towards meeting the outcome measures as described in Section IV of this agreement, in addition to the report described in number 15 of this agreement.

17. CONTRACTOR shall create a transition plan for each child receiving services that shall be completed at the following checkpoints: six (6) months, nine (9) months, and twelve (12) months.

18. Prior to services being rendered, CONTRACTOR shall become and remain a Medi-Cal certified agent authorized to bill for eligible services during the term of this agreement for youth meeting medical necessity. Audit exceptions belong to the CONTRACTOR and the overall contract will be decreased by the amount of the audit exceptions.

Exhibit A

19. CONTRACTOR shall make case records available to COUNTY during normal business hours and may participate in case reviews as requested by COUNTY. COUNTY retains the right to conduct on-site case records reviews to establish compliance with contract provision. COUNTY shall give two business days' notice.

20. CONTRACTOR shall coordinate the planning and delivery of services with COUNTY partners, therapists, community members, families and schools by ensuring that a copy of minutes from each CFT meeting are distributed to all parties by 5:00 PM on the Monday of the following week.

21. CONTRACTOR shall help the family develop, coordinate, connect to formal support and services in the family's community (home-based and community-based provided by professionals).

22. CONTRACTOR shall help the family develop, coordinate, and identify informal supports and services in the community.

23. CONTRACTOR shall help the family identify an informal family partner within the first ninety (90) days of the family's enrollment to Wraparound.

24. CONTRACTOR shall contact family within 24 hours of Wraparound approval, or child's return to the home, whichever is later. CONTRACTOR shall have a face-to-face contact with the family within 48 hours of Wraparound approval or return home whichever is first. If the family is unable to meet face-to-face within 48 hours, CONTRACTOR shall notify the referring agency via email within 72 hours.

25. CONTRACTOR shall facilitate the initial development of and shall regularly assess, monitor, and update the Child and Family Safety Plan relevant to each child and/or family enrolled in Wraparound. The initial Child and Family Safety Plan shall be completed within one (1) week of enrollment and shall include all pertinent information provided in the Multidisciplinary Interagency Team (MIT) treatment packet. This process shall include involvement and approval (as indicated by signature) of all Child and Family Team members to include social worker, therapist, and probation officer.

26. If a crisis occurs and is directly linked to the safety of the child, family and/or community CONTRACTOR shall immediately develop or revise a Child and Family Safety Plan to provide to the Community Team at their next scheduled meeting.

27. CONTRACTOR shall ensure the following face-to-face meeting and/or services shall occur with the family and child weekly unless family and child are transitioning towards graduation. CONTRACTOR shall notify COUNTY of cancelled meetings or when there is lack of engagement from youth/family:
    - Child and Family Team meeting
    - Youth Partner meeting (or more than once per week)

Exhibit A

- Parent Partner meeting (or more than once per week)
- Mental Health services as identified by their Consumer Wellness Plan

28. CONTRACTOR shall notify the referring party via email if two consecutive CFTs were canceled for any reason.

29. CONTRACTOR shall meet with the Tulare County Wraparound Community Team (hereinafter Community Team) as scheduled and provide the following reports:

    - Individual Service Plan (monthly)
    - Incident Report (as needed)
    - Request for Flex Funding (as needed)

30. CONTRACTOR shall report all critical incidents as described in the Tulare County Wraparound Interagency Policy titled Wraparound Incident Reporting Policy and Procedure. CONTRACTOR shall contact COUNTY immediately by phone and follow up by submitting a written report to COUNTY within twenty-four (24) hours of the event. CONTRACTOR shall provide a copy of any critical and/or special incident report to the Community Teams at their next scheduled meeting.

31. CONTRACTOR shall ensure all staff members receive training as determined appropriate by the COUNTY. Wraparound specific training must be approved by the COUNTY prior to attending to ensure alignment with the California Wraparound Standards. COUNTY recommends that if free training is offered by the state that the CONTRACTOR as well as COUNTY staff attends.

32. CONTRACTOR shall submit SB163 Monthly Invoices on a form approved by COUNTY by the 25th day of the month following the month of service.

33. CONTRACTOR shall make every effort to hire appropriate bilingual/bicultural staff and ensure that translation services are available to meet the culturally relevant needs of the client and/or family.

34. CONTRACTOR shall attend unit meetings and provide training to COUNTY and Foster Family Agency staff annually and as needed.

35. CONTRACTOR shall not reject or refuse to provide services to children referred to the Wraparound program by the Tulare County Wraparound Community Team or the Wraparound Executive Team. This follows the practice of utilizing a "no reject, no eject" philosophy consistent with the best practice principles. CONTRACTOR shall notify COUNTY of all anticipated discharges and facilitate a case staffing by the child's Wraparound team which would include the referring party for review and approval of discharge to ensure mutual agreement of discharge and discharge plan.

36. CONTRACTOR shall fully utilize new and existing services available within the community to serve Wraparound children and families, and to ensure SB 163 Wraparound funds are maximized and services are not duplicated.

37. CONTRACTOR shall notify COUNTY upon the possible merger with another organization in writing within 30 calendar days of the possible merger. In the case that a merger occurs the COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.

38. CONTRACTOR will adhere to all Interagency COUNTY policies developed by the System Partners and signed by the Wraparound Executive Management team. Any changes to interagency policies must be mutually agreed upon by COUNTY and CONTRACTOR.

III. COUNTY RESPONSIBILITES

1. COUNTY shall hold a CFT for any dependent youth being referred for Wraparound Services. A MIT Staffing will be held for any non-dependent AAP youth being referred for Wraparound services. Non-Dependent, Ward of the Court Probation requests must receive approval from the Wrap Trust Executive Board to be referred for Wraparound services. Attendees of the CFT or MIT meeting will review the referral and determine approval for Wraparound enrollment. Prior to referring a family to Wraparound COUNTY staff shall ensure that the child(ren) and potential caretaker understand and have agreed to be involved in Wraparound.

2. When a child who is currently enrolled in Wraparound is removed from the current placement and placed into a higher level of care, including but not limited to a Short-Term Residential Treatment Program (STRTP), juvenile hall, and psychiatric hospital. The criteria for determining if the child can still receive Wraparound services shall be as follows:
    - The Wraparound Community Team shall review cases within twenty-five (25) days of a child's admission to a crisis stabilization or placement facility and determine if the child is still eligible for Wraparound.
    - If a minor is in a communal setting (i.e., juvenile hall or a psychiatric hospital) for more than 30 days, the CONTRACTOR must receive authorization for continuation of Wraparound services

3. COUNTY shall agree that child(ren) who remain in a STRTP placement for longer than thirty (30) days past their Wraparound referral start date will be staffed by the Wraparound Community Team to determine continued eligibility for Wraparound.

4. COUNTY shall maintain a tracking log/spreadsheet which shall include but not be limited to: child's demographic information, Wraparound approval date, enrollment

date, discharge date, and reason for disenrollment and/or graduation date for each child enrolled in Wraparound.

5. In the case that a business merger may occur, COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.

6. COUNTY staff shall complete the group home agreement on all CWS (excluding AAP) referred cases within one week of approval of Wraparound.

7. COUNTY staff shall complete the group home agreement on all AAP referred cases at the MIT meeting.

8. COUNTY shall notify CONTRACTOR of the enrollment and discharge date as documented on the SOC158.

IV. CLIENT SATISFACTION/ENGAGEMENT OUTCOMES, QUALITY IMPROVEMENT AND PROGRAM EVALUATION

Outcomes to be monitored include but are not limited to:

1. Parent/caregiver satisfaction: A satisfaction survey will be completed by families every six months and at the completion of Wraparound. This tool will also be utilized to help monitor the families' perspective of improved family involvement in service planning. The results of these surveys will be reported quarterly to the Wraparound Community Team.

2. Improvement in family involvement, family functioning, youth school attendance, academic performance, emotional and behavioral adjustment, placement stability/permanency (see chart below):

Measures	Tools used to Measure	Goal
Caregiver Needs and Strengths	° Service Plan analysis ° Client/Family Surveys ° CANS ° Referral Agent Survey	90% of parents will improve parenting skills and supervision of youth
Child/Youth Safety	° Safety Plan Analysis	90% of families served will decrease the level of safety risk including youth opposition, aggression, family conflict, abuse, and neglect while increasing positive attributes
Caregiver Functioning	° Safety Plan Analysis ° CANS ° Service Plan Goal Analysis	90% of families served will show improvement in emotional/social stability, interpersonal relationships,

Exhibit A

		coping strategies, and healthy lifestyle of caregiver
Access to Natural Supports & Community Resources	° CANS ° Child/Family Team sign in sheets ° Number of natural support people attending meetings	90% of families served will show improvement in the number of natural support resources
Placement Stability/ Permanency	° Tracking placement changes ° Tracking of other key events ° CANS	70% of youth who remain in Wraparound for 90 days will maintain or decrease level of placement during program and six months after discharge
Academic Functioning	° School attendance records ° School disciplinary actions ° CANS ° Teacher Reports	80% of youth will improve school attendance, achievement, and behavior while in program
Chemical Dependency	° CRAFFT Screening Tool ° Teen Addiction Severity Index ° CANS ° Service plan goal analysis	100% of youth 12 and over will receive a chemical dependency screening 90% of youth with chemical dependency/addiction will decrease substance use while receiving services
Strengths/Assets Development	° CANS ° Client/Family Surveys ° Referral Agent Surveys	80% of youth served in the program will improve positive identity, social competencies, positive values and commitment within 12 months of receiving Wraparound services

3. Program Evaluation: Services to be provided by CONTRACTOR shall be evaluated by COUNTY on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any commendations and/or deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to CONTRACTOR. CONTRACTOR shall respond to COUNTY in writing regarding any noted deficiencies within twenty (20) days from the date of receipt of the notice. A plan to remedy these deficiencies, where applicable, shall be implemented within sixty (60) days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by COUNTY.

EXHIBIT A-1
TULARE COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS
ASPIRANET
FISCAL YEAR 2023/2024

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services (SMHS). CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

Section 1. SERVICES AND ACCESS PROVISIONS

1. CERTIFICATION OF ELIGIBILITY

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

2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

   A. In collaboration with the COUNTY, CONTRACTOR will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per California Department of Health Care Services (DHCS) guidance specified. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

   B. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

      I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

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

         a. A significant impairment

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

         c. A reasonable probability of not progressing developmentally as appropriate

         d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide

AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

1) A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

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

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

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

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

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

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

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

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

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

3. ADDITIONAL CLARIFICATIONS

A. Criteria

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

a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process

b. The service was not included in an individual treatment plan; or

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

B. Diagnosis Not a Prerequisite

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

4. MEDICAL NECESSITY

A. CONTRACTOR will ensure that services provided are medically necessary in compliance with Behavioral Health Information Notice (BHIN) 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and

clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

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

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

5. COORDINATION OF CARE

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

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

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

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

E. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

6. CO-OCCURRING TREATMENT AND NO WRONG DOOR

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

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

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

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

Section 2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

1. SERVICE AUTHORIZATION

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

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

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

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

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

2. DOCUMENTATION REQUIREMENTS

   A. CONTRACTOR will follow all documentation requirements as specified in Section 2.2-2.8 inclusive in compliance with federal, state and COUNTY requirements.

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

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

3. ASSESSMENT

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

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

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

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

4. ICD-10

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

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

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

5. PROBLEM LIST

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

B. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

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

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

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

6. TREATMENT AND CARE PLANS

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

7. PROGRESS NOTES

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

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

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

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

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

8. TRANSITION OF CARE TOOL

A. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider

or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, in order to ensure continuity of care.

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

9. TELEHEALTH

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

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

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

D. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services.

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

Section 3. CHART AUDITING AND REASONS FOR RECOUPMENT

1. MAINTENANCE OF RECORDS

A. CONTRACTOR shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

2. ACCESS TO RECORDS

A. CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this Agreement for COUNTY'S use in administering this Agreement. CONTRACTOR shall allow COUNTY, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the CONTRACTOR pertaining to such services at any time and as otherwise required under this Agreement.

3. FEDERAL, STATE AND COUNTY AUDITS

A. In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), COUNTY will conduct monitoring and oversight activities to review CONTRACTOR'S SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with

the applicable state and federal laws and regulations, and/or the terms of the Agreement between CONTRACTOR and COUNTY, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING

   A. CONTRACTORS of sufficient size as determined by COUNTY shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

   B. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

5. CONFIDENTIALITY IN AUDIT PROCESS

   A. CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR'S client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. CONTRACTOR shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

   B. CONTRACTOR'S fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

   C. CONTRACTOR'S records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the COUNTY. All statistical data or information requested by the Director shall be provided by the CONTRACTOR in a complete and timely manner.

6. REASONS FOR RECOUPMENT

   A. COUNTY will conduct periodic audits of CONTRACTOR files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and COUNTY regulations.

   B. Such audits may result in requirements for CONTRACTOR to reimburse COUNTY for services previously paid in the following circumstances:

      I. Identification of Fraud, Waste or Abuse as defined in federal regulation

         a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

         b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf

      II. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.

      III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

   C. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. COOPERATION WITH AUDITS

   A. CONTRACTOR shall cooperate with COUNTY in any review and/or audit initiated by COUNTY, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite programs, fiscal, or chart reviews and/or audits.

   B. In addition, CONTRACTOR shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.

   C. CONTRACTOR shall notify the COUNTY of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. COUNTY shall reserve the right to attend any or all parts of external review processes.

   D. CONTRACTOR shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

Section 4. CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

   A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR must be immediately forwarded to the COUNTY'S Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

   B. CONTRACTOR shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

   C. Aligned with MH SUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by CONTRACTOR within the specified timeframes using the template provided by the COUNTY.

   D. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the COUNTY. The CONTRACTOR must inform the COUNTY immediately after issuing a NOABD.

   E. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

   F. CONTRACTOR must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

   G. CONTRACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the COUNTY and available upon request to DHCS.

2. Advanced Directives

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

3. Continuity of Care

A. CONTRACTOR shall follow the COUNTY'S continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Section 5. PROGRAM INTEGRITY

1. GENERAL

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

2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

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

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

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

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

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

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

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

IV. A lack of present illegal drug use; and

V. The application's accuracy and completeness

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

F. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow COUNTY'S Credentialing Policy and MH SUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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

3. SCREENING AND ENROLLMENT REQUIREMENTS

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

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

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

Section 6. QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

A. CONTRACTOR shall comply with the COUNTY'S ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the COUNTY to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

B. CONTRACTOR shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the COUNTY in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the COUNTY, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. CONTRACTOR shall measure, monitor, and annually report to the COUNTY its performance.

C. CONTRACTOR shall implement mechanisms to assess client/family satisfaction based on COUNTY'S guidance. The CONTRACTOR shall assess client/family satisfaction by:

I. Surveying client/family satisfaction with the CONTRACTOR'S services at least annually.

II. Evaluating client grievances, appeals and State Hearings at least annually.

III. Evaluating requests to change persons providing services at least annually.

IV. Informing the COUNTY and clients of the results of client/family satisfaction activities.

D. CONTRACTOR, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

E. CONTRACTOR shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The CONTRACTOR shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the CONTRACTOR at least annually and shared with the COUNTY.

F. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.

G. CONTRACTOR shall collaborate with COUNTY to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

H. CONTRACTOR shall attend and participate in the COUNTY'S Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. CONTRACTOR shall ensure that there is active participation by the CONTRACTOR'S practitioners and providers in the QIC.

I. CONTRACTOR shall assist COUNTY, as needed, with the development and implementation of Corrective Action Plans.

J. CONTRACTOR shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY

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

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

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

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

3. TIMELY ACCESS

A. CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting COUNTY and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The COUNTY shall monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

B. Timely access standards include:

I. CONTRACTOR must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the CONTRACTOR'S provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another COUNTY.

II. Appointments data, including wait times for requested services, must be recorded and tracked by CONTRACTOR, and submitted to the COUNTY on a monthly basis in a format specified by the COUNTY. Appointments' data should be submitted to the COUNTY'S Quality Management Department or other designated persons.

III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.

IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.

VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

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

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

II. They consider the needs of the clients;

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

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

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

5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

A. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071

requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

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

Section 7. CLIENT RIGHTS

1. CONTRACTOR shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

Section 8. RIGHT TO MONITOR

1. COUNTY or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by the CONTRACTOR in any auditing or monitoring conducted, according to this agreement.
2. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by COUNTY, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the CONTRACTOR has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).
3. The COUNTY, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the CONTRACTOR'S place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
4. CONTRACTOR shall cooperate with COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by COUNTY. Should COUNTY identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, COUNTY may audit, monitor, and/or request information from CONTRACTOR to ensure compliance with laws, regulations, and requirements, as applicable.
5. COUNTY reserves the right to place CONTRACTOR on probationary status, as referenced in the Probationary Status Article, should CONTRACTOR fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State.

Additionally, CONTRACTOR may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

6. CONTRACTOR shall retain all records and documents originated or prepared pursuant to CONTRACTOR'S performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to CONTRACTOR'S or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
7. CONTRACTOR shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
9. CONTRACTOR shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by COUNTY staff.
10. CONTRACTOR shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
11. CONTRACTOR shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
12. CONTRACTOR shall submit audited financial reports on an annual basis to the COUNTY. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
13. In the event the Agreement is terminated, ends its designated term or CONTRACTOR ceases operation of its business, CONTRACTOR shall deliver or make available to COUNTY all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
14. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the COUNTY'S representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of CONTRACTOR.
15. COUNTY has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the COUNTY or DHCS determines CONTRACTOR has not performed satisfactorily.

Section 9. SITE INSPECTION

1. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized COUNTY, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

EXHIBIT A-2
TRANSLATION SERVICES
FISCAL YEAR 2023/2024

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TeleTYpewriter (TTY)/ Telecommunication device for the Deaf (TDD) California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

Exhibit B

Aspiranet

I. FUNDING FORMULA AND FISCAL PROVISIONS FOR FOSTER CARE FUNDING - COMPENSATION

A. COUNTY shall pay CONTRACTOR an amount not to exceed $1,150,000 for the Fiscal Year 2023/2024 from redirected foster care funds. This amount depends on the number of children served over the course of a year (see C below).

B. COUNTY shall pay CONTRACTOR an amount not to exceed $214,629 for the Fiscal Year 2023/2024 from Family First Prevention Services Act Part IV Wraparound Aftercare General Fund. This amount depends on the number of children served over the course of a year (see C below) and will be used to ensure the provision of 6 months of aftercare services for children and Non-Minor Dependents who are discharged from Short Term Residential Therapeutic Program (STRTP), community facility, or out-of-state residential facility to a family-based setting.

C. COUNTY shall pay CONTRACTOR up to a Four Thousand Dollar ($4,000.00) flat rate per-child, per-month from SB 163 Foster Care Funds. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child and will be billed on a cost reimbursement basis.

If a child has a concurrent out-of-home placement caretaker payment, COUNTY shall not deduct the caretaker payment from CONTRACTOR payment and shall pay CONTRACTOR up to Four Thousand Dollar ($4,000.00) flat rate per-child, per-month from SB 163 Foster Care Funds. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child and be reconciled by the actual costs incurred by CONTRACTOR per child.

D. COUNTY shall pay CONTRACTOR up to Four Thousand Dollar ($4,000.00) flat rate per-child, per-month from the Children's Wraparound Trust Funds for children who are not dependents or wards of Tulare County and who are approved by the CONTRACTOR and Wraparound Executive Team for Wraparound services. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child.

E. Wraparound is supposed to be a cost neutral program to the COUNTY. Therefore, if at any time the enrolled child census reaches a point in which the number of federally eligible children vs. non-federally eligible children creates a situation in which the County can no longer support the rate or the COUNTY is no longer able to pay the concurrent out-of-home placement caretaker payment in addition to the CONTRACTOR payment of up to Four Thousand Dollar ($4,000.00) flat rate per-child, per month, the COUNTY may open contract discussions with CONTRACTOR via written request to renegotiate the payment terms. If an agreement is not made, the COUNTY reserves the right to terminate the contract.

Exhibit B

F. CONTRACTOR shall provide COUNTY with one monthly invoice for SB 163 Foster Care payments by the 25th day of the following month in a format acceptable to the COUNTY. CONTRACTOR shall email invoices to the designated staff person in Tulare County Child Welfare Services.

G. CONTRACTOR shall provide COUNTY with monthly expenditure reports by the 25th day of the month following the end of the month in a format acceptable to the COUNTY.

H. COUNTY will mail payments to CONTRACTOR within 30 days after an approved final invoice and any required back-up documentation is received. Payments will be made for a period of one month at a time.

I. CONTRACTOR shall fully utilize the continuum of services within the existing service delivery system to maximize SB 163 Foster Care funds.

J. CONTRACTOR will deposit the balance of any SB 163 Foster Care by COUNTY, after appropriate expenditures have been made, into a trust fund account specifically established for this Wraparound contract.

K. During the term of this agreement, should the enrolled child census fall below ten (10), and the child census remains at or below that level for longer than three consecutive months, CONTRACTOR may open contract discussions with COUNTY via written request to the COUNTY. The COUNTY will review the written request and evaluate program performance and expenditures with CONTRACTOR and may negotiate the terms and/or conditions of this agreement, if needed

NOTE: If the child is eligible for EPSDT/Medi-Cal funding, please see Exhibit B-2

EXHIBIT B-1 FINANCIAL TERMS
SPECIALTY MENTAL HEALTH SERVICES
FY2023/24

1. COMPENSATION
   A. COUNTY agrees to compensate CONTRACTOR for allowed costs. The maximum contract amount shall not exceed One Million Five Hundred and Fifteen Thousand Dollars ($1,515,000) for Fiscal Year 2023/24.
      I. The maximum contract amount is inclusive of:

	Maximum
Medi-Cal Specialty Mental Health Services	$1,500,000.00
Clean Billing Incentive, per Exhibit B-3	$15,000.00
Contract Maximum	$1,515,000.00

   B. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than the maximum contract amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rates in Exhibit B-2.
   C. If the CONTRACTOR is going to exceed the maximum contract amount due to additional expenses, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2024.
   D. CONTRACTOR agrees to comply with Medi-Cal requirements as set forth in the applicable Behavioral Health Information Notices found on the MedCCC library (https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx) as well as all applicable Tulare County Policy and Procedures (P&Ps) related to the delivery of Specialty Mental Health (SMH) services. To receive a full list of current P&Ps related to the delivery of SMH services, contact Tulare

County Mental Health Managed Care/Quality Improvement Division at (559)624-8000.

E. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps as described in the applicable Tulare County P&P to reactivate or establish eligibility where none exists. To receive a copy of the latest P&P related to the activation of a consumer's Medi-Cal insurance, please contact Tulare County Mental Health Managed Care/Quality Improvement Division at (559)624-8000.

F. CONTRACTOR shall certify that all Units of Service (UOS) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.

G. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the Scope of Services exhibit of this Agreement.

2. CLAIMING

A. Claimed services under this agreement must be rendered only to Tulare County Medi-Cal beneficiaries.

I. CONTRACTOR shall not request reimbursement from COUNTY for beneficiaries that are residents of another COUNTY.

a. In the event a beneficiary has Out-of-COUNTY Medi-Cal, but resides permanently in Tulare County, CONTRACTOR may include the services provided only when the following have been met:

i. CONTRACTOR has ensured the beneficiary has reported the address change,

ii. CONTRACTOR provides supporting documentation as required in the applicable P&P to verify the address change has been requested. To receive a copy of the current P&P related to updating consumer Medi-Cal insurance, contact Tulare County Mental Health Managed Care/Quality Improvement Division at (559)624-8000.

B. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual currently available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.

C. CONTRACTOR shall enter claims data into COUNTY's billing and transactional database system within fifteen (15) days following the close of the month in which services were rendered. If CONTRACTOR does not have access to COUNTY's billing and transactional system, claims data and all required documentation will be forwarded to COUNTY in a format that is reviewed and approved by COUNTY within fifteen (15) days following the close of the month Claims shall be complete and accurate and must include all required information regarding the claimed services per the Specialty Mental Health Medi-Cal Billing Manual and any applicable Tulare County P&Ps. To Receive a copy of the latest P&P regarding documentation requirements, please contact Tulare County Mental Health Managed Care/Quality Improvement Division at (559)624-8000.

D. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and coordinating with COUNTY to correct denied services for resubmission.

E. CONTRACTOR must submit within thirty (30) days of the expiration or termination date of this agreement (whichever comes first), all final claims in order to receive reimbursement.

F. 12-month billing limit: Unless otherwise determined by State or Federal regulations. All original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

3. INVOICING

A. CONTRACTOR shall invoice COUNTY for services monthly, in arrears, in a format that is reviewed and approved by COUNTY. Invoices shall be based on claims entered into COUNTY's billing and transactional database system for the prior month.

B. Invoices shall be provided to COUNTY within fifteen (15) days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, COUNTY shall make payment within thirty (30) days.

I. Invoices may be submitted via mail to:

Tulare County HHSA
5957 Mooney Blvd
Visalia, CA 93277
ATTN: Mental Health Department

II. Invoices may be submitted electronically to TulareMHP@tularecounty.ca.gov.

a. CONTRACTOR will ensure that invoice documentation containing sensitive patient data shall be encrypted prior to electronic transmission in accordance with local, State and Federal regulation.

C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in COUNTY's billing and transactional database multiplied by the service rates in Exhibit B-2.

I. The CPT or HCPCS II codes available on Exhibit B-2 are subject to change which will be done through a duly executed an amendment to this agreement.

D. COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this agreement.

4. FINANCIAL SETTLEMENT FOR MEDI-CAL BILLABLE SERVICES

A. CONTRACTOR shall be required to reimburse COUNTY for 100 percent (100%) of the provisional payments made by COUNTY to CONTRACTOR for units of service that have been denied by Medi-Cal when:

I. Claims are denied as the result of CONTRACTOR failing to ensure its rendering providers meet Medi-Cal claiming requirements and/or claim

documentation provided by CONTRACTOR fails to meet Medi-Cal claiming requirements, and

II. CONTRACTOR fails to make a good faith effort to coordinate with COUNTY to submit replacement claims for denied services.

B. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

C. For additional reasons for recoupment for claimed services provided under this agreement, see section 7. FINANCIAL AUDIT REPORT REQUIREMENTS AND REASONS FOR RECOUPMENT of this exhibit.

5. ADDITIONAL FINANCIAL REQUIREMENTS

A. CONTRACTOR shall comply with all COUNTY, State, and Federal requirements and procedures, as described in Welfare and Institutions Code Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.

B. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-contractor of the CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

C. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-contractor of the CONTRACTOR shall not hold

beneficiaries liable for debts in the event that the CONTRACTOR becomes insolvent, for costs of covered services for which the State does not pay the CONTRACTOR, for costs of covered services for which the State or the CONTRACTOR does not pay the CONTRACTOR's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the CONTRACTOR, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

D. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

E. COUNTY shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by COUNTY or State.

F. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

G. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

H. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when COUNTY

failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

I. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

J. CONTRACTOR must keep records of services rendered to Medi-Cal beneficiaries for ten years, Per W&I Code 14124.1.

6. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]
   A. Funds paid to CONTRACTOR for services rendered under this agreement may not be redirected or transferred to support another program operated by CONTRACTOR except through a duly executed amendment to this Agreement.
7. FINANCIAL AUDIT REPORT REQUIREMENTS AND REASONS FOR RECOUPMENT
   A. COUNTY, its agents, officers, or employees, may conduct financial program audits at any time to ensure provisional payments made to CONTRACTOR are used as described in the terms of this agreement.
   B. The CONTRACTOR shall submit any documentation requested by COUNTY or State in accordance with audit requirements and needs. Requested documentation must be supplied within a reasonable amount of time.
   C. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
   D. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase “repayment or reimbursement.”

E. COUNTY will involve the CONTRACTOR in developing responses to any draft federal or State audit reports that directly impact COUNTY.

F. In the event of overpayments and prohibited payments:

I. CONTRACTOR shall report to COUNTY within sixty (60) calendar days of payments in excess of amounts specified by contract standards.

II. COUNTY may offset the amount of any overpayment for any fiscal year against subsequent claims from the Contractor.

III. Offsets may be done at any time after COUNTY has invoiced or otherwise notified the CONTRACTOR about the overpayment. COUNTY shall determine the amount that may be withheld from each payment to the CONTRACTOR.

IV. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.

G. For pass-through entities:

I. If COUNTY determines that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. CONTRACTOR shall observe and comply with all applicable financial audit report requirements and standards.

II. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through COUNTY. COUNTY programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

III. CONTRACTOR will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director.

The Director is responsible for providing the audit report to COUNTY Auditor.

IV. CONTRACTOR must submit any required corrective action plan to COUNTY simultaneously with the audit report or as soon thereafter as it is available. COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Exhibit B-2 Rates

FY2023/24

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Pract.	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/Pre-licensed Psychologist	LPHA	LCSW	Occupational Therapist	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
PROVIDER TYPE HOURLY		$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00	$ 267.00	$ 812.00	$ 228.00	$ 682.00	$ 441.00	$ 441.00	$ 433.00	$ 245.00	$ 332.00	$ 245.00
90785	Occurrence	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
90791	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90792	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90832	27	$ 573.30	$ 342.00	$ 379.35		$ 379.35				$ 306.90	$ 198.45	$ 198.45				
90833	27	$ 573.30	$ 342.00	$ 379.35		$ 379.35										
90834	45	$ 955.50	$ 570.00	$ 632.25		$ 632.25				$ 511.50	$ 330.75	$ 330.75				
90836	45	$ 955.50	$ 570.00	$ 632.25		$ 632.25										
90837	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00	$ 441.00	$ 441.00				
90838	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00										
90839	52	$ 1,104.13	$ 658.67	$ 730.60		$ 730.60				$ 591.07	$ 382.20	$ 382.20				
90840	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50				$ 341.00	$ 220.50	$ 220.50				
90845	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90847	50	$ 1,061.67	$ 633.33	$ 702.50		$ 702.50				$ 568.33	$ 367.50	$ 367.50				
90849	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90853	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90865	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90867	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90868	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90869	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90870	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
90880	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90885	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50	$ 110.25	$ 110.25				
90887	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75		$ 203.00		$ 170.50	$ 110.25	$ 110.25	$ 108.25			
96105	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96110	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75				$ 170.50	$ 110.25	$ 110.25				
96112	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96113	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50				$ 341.00						
96116	60	$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00				$ 682.00	$ 441.00	$ 441.00				
96121	60	$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00				$ 682.00	$ 441.00	$ 441.00				
96125	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96127	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75				$ 170.50	$ 110.25	$ 110.25				
96130	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96131	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96132	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96133	60	$ 1,274.00	$ 760.00	$ 843.00		$ 843.00				$ 682.00						
96136	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50				$ 341.00						
96137	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50				$ 341.00						
96138	30								$ 114.00							
96139	30								$ 114.00							
96146	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75				$ 170.50						

Note: Not all CPT/HCPCS II codes listed on this rates exhibit may be available for CONTRACTOR to select and claim in the COUNTY's electronic health record (EHR) system. COUNTY reserves the right to activate and deactivate codes in the EHR. Additional codes may also be made available as needed and will be paid at the provider rate listed above.

Exhibit B-2 Rates

FY2023/24

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Pract.	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/Pre-licensed Psychologist	LPHA	LCSW	Occupational Therapist	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
PROVIDER TYPE HOURLY		$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00	$ 267.00	$ 812.00	$ 228.00	$ 682.00	$ 441.00	$ 441.00	$ 433.00	$ 245.00	$ 332.00	$ 245.00
96161	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00		$ 170.50	$ 110.25	$ 110.25	$ 108.25			
96365	46	$ 976.73	$ 582.67	$ 646.30	$ 528.23	$ 646.30										
96366	45	$ 955.50	$ 570.00	$ 632.25	$ 516.75	$ 632.25										
96367	31	$ 658.23	$ 392.67	$ 435.55	$ 355.98	$ 435.55										
96368	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96369	38	$ 806.87	$ 481.33	$ 533.90	$ 436.37	$ 533.90										
96370	45	$ 955.50	$ 570.00	$ 632.25	$ 516.75	$ 632.25										
96371	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96372	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96373	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96374	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96375	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96376	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
96377	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75										
98966	8		$ 101.33	$ 112.40		$ 112.40				$ 90.93	$ 58.80	$ 58.80				
98967	16		$ 202.67	$ 224.80		$ 224.80				$ 181.87	$ 117.60	$ 117.60				
98968	26		$ 329.33	$ 365.30		$ 365.30				$ 295.53	$ 191.10	$ 191.10				
99202	22	$ 467.13	$ 278.67	$ 309.10		$ 309.10										
99203	37	$ 785.63	$ 468.67	$ 519.85		$ 519.85										
99204	52	$ 1,104.13	$ 658.67	$ 730.60		$ 730.60										
99205	67	$ 1,422.63	$ 848.67	$ 941.35		$ 941.35										
99212	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
99213	25	$ 530.83	$ 316.67	$ 351.25		$ 351.25										
99214	35	$ 743.17	$ 443.33	$ 491.75		$ 491.75										
99215	47	$ 997.97	$ 595.33	$ 660.35		$ 660.35										
99221	47	$ 997.97	$ 595.33	$ 660.35		$ 660.35										
99222	65	$ 1,380.17	$ 823.33	$ 913.25		$ 913.25										
99223	82	$ 1,741.13	$ 1,038.67	$ 1,152.10		$ 1,152.10										
99231	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50										
99232	42	$ 891.80	$ 532.00	$ 590.10		$ 590.10										
99233	57	$ 1,210.30	$ 722.00	$ 800.85		$ 800.85										
99234	57	$ 1,210.30	$ 722.00	$ 800.85		$ 800.85										
99235	77	$ 1,634.97	$ 975.33	$ 1,081.85		$ 1,081.85										
99236	92	$ 1,953.47	$ 1,165.33	$ 1,292.60		$ 1,292.60										
99242	25	$ 530.83	$ 316.67	$ 351.25		$ 351.25										
99243	35	$ 743.17	$ 443.33	$ 491.75		$ 491.75										
99244	47	$ 997.97	$ 595.33	$ 660.35		$ 660.35										
99245	62	$ 1,316.47	$ 785.33	$ 871.10		$ 871.10										
99252	40	$ 849.33	$ 506.67	$ 562.00		$ 562.00										
99253	52	$ 1,104.13	$ 658.67	$ 730.60		$ 730.60										

Exhibit B-2 Rates

FY2023/24

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Pract.	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/Pre-licensed Psychologist	LPHA	LCSW	Occupational Therapist	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
PROVIDER TYPE HOURLY		$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00	$ 267.00	$ 812.00	$ 228.00	$ 682.00	$ 441.00	$ 441.00	$ 433.00	$ 245.00	$ 332.00	$ 245.00
99254	70	$ 1,486.33	$ 886.67	$ 983.50		$ 983.50										
99255	87	$ 1,847.30	$ 1,102.00	$ 1,222.35		$ 1,222.35										
99304	30	$ 637.00	$ 380.00	$ 421.50		$ 421.50										
99305	40	$ 849.33	$ 506.67	$ 562.00		$ 562.00										
99306	52	$ 1,104.13	$ 658.67	$ 730.60		$ 730.60										
99307	12	$ 254.80	$ 152.00	$ 168.60		$ 168.60										
99308	22	$ 467.13	$ 278.67	$ 309.10		$ 309.10										
99309	37	$ 785.63	$ 468.67	$ 519.85		$ 519.85										
99310	52	$ 1,104.13	$ 658.67	$ 730.60		$ 730.60										
99341	22	$ 467.13	$ 278.67	$ 309.10		$ 309.10										
99342	45	$ 955.50	$ 570.00	$ 632.25		$ 632.25										
99344	67	$ 1,422.63	$ 848.67	$ 941.35		$ 941.35										
99345	82	$ 1,741.13	$ 1,038.67	$ 1,152.10		$ 1,152.10										
99347	25	$ 530.83	$ 316.67	$ 351.25		$ 351.25										
99348	35	$ 743.17	$ 443.33	$ 491.75		$ 491.75										
99349	50	$ 1,061.67	$ 633.33	$ 702.50		$ 702.50										
99350	67	$ 1,422.63	$ 848.67	$ 941.35		$ 941.35										
99366	60		$ 760.00	$ 843.00	$ 689.00	$ 843.00		$ 812.00		$ 682.00	$ 441.00	$ 441.00				
99367	60	$ 1,274.00														
99368	60		$ 760.00	$ 843.00	$ 689.00	$ 843.00		$ 812.00		$ 682.00	$ 441.00	$ 441.00				
99441	8	$ 169.87	$ 101.33	$ 112.40		$ 112.40										
99442	16	$ 339.73	$ 202.67	$ 224.80		$ 224.80										
99443	26	$ 552.07	$ 329.33	$ 365.30		$ 365.30										
99451	17	$ 360.97														
99484	60	$ 1,274.00	$ 760.00	$ 843.00	$ 689.00	$ 843.00	$ 267.00	$ 812.00	$ 228.00	$ 682.00	$ 441.00	$ 441.00				
99605	15							$ 203.00								
99606	15							$ 203.00								
99607	15							$ 203.00								
G2212	15	$ 318.50	$ 190.00	$ 210.75		$ 210.75										
H0025	15														$ 83.00	
H0031	15		$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H0032	15		$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H0033	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H0034	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00							
H0038	15														$ 83.00	
H2000	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H2011	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H2017	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H2019	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
H2021	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
T1001	15			$ 210.75	$ 172.25	$ 210.75	$ 66.75		$ 57.00							
T1013	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25
T1017	15	$ 318.50	$ 190.00	$ 210.75	$ 172.25	$ 210.75	$ 66.75	$ 203.00	$ 57.00	$ 170.50	$ 110.25	$ 110.25	$ 108.25	$ 61.25	$ 83.00	$ 61.25

Exhibit B-3 Financial Incentives

FY2023/24

Tulare County Behavioral Health Department has established financial incentives for CONTRACTOR to claim contingent upon CONTRACTOR's ability to achieve a set of measurable goals in Clean Billing, with the goal of transitioning service delivery into a value-based system of care. These incentives are to be used by CONTRACTOR exclusively for the purposes of the services described in Exhibit A of this agreement and are subject to the terms. The claiming schedule and maximum incentive amounts are as follows:

Financial Incentive Schedule				
Clean Billing				
Q1	Q2	Q3	Q4	Maximum
$3,750.00	$3,750.00	$3,750.00	$3,750.00	$15,000.00
Maximum Available Incentives				$15,000.00

1. Clean Billing: *This incentive is intended to increase and maintain CONTRACTOR's claim documentation accuracy to reduce the administrative burden associated with claim correction and Medi-Cal rebilling timelines.*
    A. COUNTY will provide CONTRACTOR with a quarterly report detailing the claims billed by COUNTY on behalf of CONTRACTOR for services rendered under the scope of this agreement. The claims report will be issued by COUNTY no later than 60 days following the close of each quarter. The report will include claims (1) for services that took place during the quarter of report, and (2) that have been adjudicated by the State with a response of Approved or Denied.
    B. CONTRACTOR will be eligible to claim for the scheduled Clean Billing incentive when their quarterly report reflects that at least 98% of the total number of claims included on the report are Approved by the State.
        i. Denied claims that were corrected by the CONTRACTOR, rebilled by the COUNTY, and approved by the State do not count toward the total number of approved claims for a CONTRACTOR during a given quarter.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than $1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of $1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark **X** if applicable)

☐ Automobile Exemption: I certify that_____does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that_____is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Vernon Brown Date: 10/2/2023

Contractor Name Aspiranet

Signature DocuSigned by: Vernon Brown