

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Davis Guest Home, hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

WHEREAS, the Lake County Behavioral Health Services Department provides mental health services to the residents of Lake County; and

WHEREAS, the Board of Supervisors of County has determined that its mental health program requires a program to provide specialized mental health services for the residents of Lake County; and

WHEREAS, Contractor has completed a Request for Qualifications and has been qualified by the Department to provide the services herein.

NOW, THEREFORE, based on the forgoing recitals, the parties hereto agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Davis Guest Home provided to County the services described in the "**Scope of Services**" attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless earlier terminated as hereinafter provided.

3. **COMPENSATION.** Contractor was selected by County to provide the services described hereunder in **Exhibit A**, titled, "**Scope of Services.**" **Compensation to Contractor shall not exceed Two Hundred Ten Thousand Dollars (\$210,000.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled "**Fiscal Provisions**" attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

5. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
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FOR FISCAL YEAR 2023-24**

delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones, MA
Deputy Director, Administration

Davis Guest Home
1878 E. Hatch Road
Modesto, CA 95351

Attn: Hannah Gomez
Administrative Assistant

6. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions
Exhibit D - Protocol for Returning an LPS Conserved Client from
an Out-Of-County Placement

7. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it has complied with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, Exhibit C**, titled, **“Compliance Provisions,”** and **Exhibit D**, titled **“Protocol for Returning an LPS Conserved Client from an Out-Of-County Placement”** attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

8. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
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County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

DAVIS GUEST HOME

Chair
Board of Supervisors
Date: _____



Lonny Davis

Owner

Date: 6/2/23

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: 

Date: 05/25/2023

By: _____

Date: _____

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**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR'S RESPONSIBILITIES. Contractor agrees to comply with all applicable Medi-Cal laws, and regulations, including 1915(b) Waiver and any Special Terms and Conditions.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Lake, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 1810.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 The Contractor shall maintain written policies and procedures on advance directive in compliance with the requirements of 42, Code of Federal Regulations (CFR), Section 422.128 and 438.6. Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible but not later than 90 days after the effective date of the change. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law, relating to the provision of health care when the individual is incapacitated as defined in 42 C.F.R 489.100.

1.3 Contractor will observe and comply with all applicable Federal, State, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.4 Contractor will ensure that each client has adequate information about the Contractor's problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary booklet to beneficiaries. Contractor will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the Contractor at which clients may obtain specialty mental health services.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

1.5 Client's rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment.

1.6 Contractor agrees to extend to County or its designee the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.8 Upon discovery of a reportable breach by Contractor, the Contractor must notify County within 24 hours of a suspected breach incident by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer and fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

1.9 Upon termination of the Agreement all Protected Health Information provided by Lake County Behavioral Health Services to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1.10 Contractor shall comply with the provision of the County's Cultural Competency Plan by maintaining 100% compliance with National Culturally Linguistically Appropriate Services (CLAS) standards. Contractor shall provide proof, no less than annually or upon County's request, evidence of compliance, including but not limited to attendance and training agendas or other such documentation which reasonably evidences compliance.

1.11 Contractor shall provide secure access to teleconferencing resources and services utilizing a County pre-approved web-based software/service for clients requiring evaluation or assessment by County-contracted professionals. Contractor will observe and comply with all State and Federal regulations in regard to the provision of this service. County agrees to work with contractor to agree upon sufficient notification to which this service will be used.

1.12 COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

a. COUNTY shall notify CONTRACTOR within two (2) business days of change of Conservator Status.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

1.13 COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a permanent resident Stanislaus County. All efforts will be made to relocate such a client to Lake COUNTY for placement.

1.14 Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments, including payment arrangements.

1.15 COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

a. CONTRACTOR shall notify COUNTY within one (1) business day of clients failure to return to services after approved non-medical leave.

1.16 COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

1.17 CONTRACTOR will hold a resident's bed for a total of (10) days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above; extensions may be secured with written notice to CONTRACTOR.

1.18 COUNTY shall be responsible for removing a Resident within 30 days upon notification that they have failed placement or if, in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level of care at Davis Guest Home. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional \$200 per day on day 31 until the Resident is relocated.

1.19 COUNTY agrees to adhere to the attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

1.20 COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

1.21 CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and County specific may not be added to contract language.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

1.22 Davis Guest Homes record retention policy is three (3) years following termination of service to the Resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home, such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

2. RECORDS RETENTION.

2.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of three (3) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

2.2 Clinical records of each client served at the Facility shall be the property of County and shall be kept at least three (3) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years or three (3) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until minor has reached age twenty-five (25). All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Administrator or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

3. DESCRIPTION OF SERVICES. Contractor operates (8) licensed residential care homes in Stanislaus County, with a combined total of 260 beds. Contractor operates licensed (24) hour, long term Residential Care Facilities which are licensed by the Community Care Licensing Division of the California Department of Social Services. The facilities specializes in serving the adult population, either ambulatory or non-ambulatory, who behave inappropriately in areas such deficiencies, and medication resistance. Additionally, Contractor operates an Acute 5-bed facility designed to accommodate difficult to place residents. This location will provide generous staff to resident ratios (not over six to one) and provide intensive Resident supervision.

3.1 Contractor shall provide specialty mental health services to clients referred by County. These services shall be provided pursuant to the laws and regulations of the State of California

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

governing such programs. These services shall be provided at Contractor's facilities, hereinafter called "Facility," and located at the following addresses:

Davis Guest Home #1 & #2
1878 E. Hatch Road
Modesto, CA 95351

Davis Guest Home #3 (Acute Facility)
1628 Nadine Avenue
Ceres, CA 95307

Davis Guest Home #4
1552 Ohio Avenue
Modesto, CA 95358

Davis Guest Home #5
2405 Mauna Loa Avenue
Ceres, CA 95370

Davis Guest Home #6
1209 N. Central Avenue
Modesto, CA 95307

Davis Guest Home #7
1232 Nadine Avenue
Modesto, CA 95351

Davis Guest Home #8
5348 Kiernan Avenue
Salida, CA 95368

3.2 Contractor shall provide staffing at the Facility twenty-four (24) hours per day, seven (7) days per week, and staffing will include all legally required care for clients, all in accordance with laws and regulations outlined in California Code of Regulations (CCR), Title 22, Divisions 2, and 6.

3.3 Contractor shall admit only those clients who require Residential Support Services as defined by appropriate law and regulations. All clients admitted to the facility, if applicable, must (either personally or on their behalf by an authorized representative) enter into an "Admission Agreement" and must have a completed "Physician's Report for community Care Facilities.

3.4 Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways;

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the Resident's information, recreation, transportation, etc.
3. The development of personal hygiene of social interaction skills with family members, staff and other residents.

3.5 Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each Resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self-Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

Birthday Celebrations

3.6 The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty with self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person
5. Exaggerated, loud outbursts in response to perceived injustices
6. Problem smoking in unauthorized areas
7. Borrowing, begging or stealing or inappropriate handling of money or property
8. Medication Compliance
9. Paranoid perception-which goes unvoiced and sometimes leads to the person acting out of place in the community
10. Reversed sleep patterns - up all night. Sleeping in the day
11. Sexual acting out
12. Excessive dependency

3.7 Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the Resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreations activities, doctor and medical appointments, and other transportation requirements.

3.8 Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatric or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

Davis Guest Home services, facility, programs and recorder are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

3.9 Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each county's Department of Mental Health the standard Medi-Cal reimbursement rate for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

3.10 Long term care for some residents with an active mental health condition maybe up to eighteen (18) months before a referral is made to a lower level of care; however, residents may stay beyond the average length of stay depending on their mental health status. All residents will be reviewed monthly for medical and service necessity.

3.11 Residents will be discharged or transferred from this facility when: 1) the Resident has successfully completed a treatment plan and no longer needs residential or rehabilitation services, 2) the Resident requests a transfer or discharge, or 3) the Resident needs a higher level of medical or psychiatric care.

3.12 A member of Davis Guest Home management team will personally evaluate potential residents considered for placement at one of their facilities. Davis Guest Home reserves the right to deny placement to any client that does not fit into their population or meet placement criteria. All potential residents will complete an interview process that will entail an examination of records, medical review, Appraisal/Needs of Service Plan, and the pre-placement appraisal form. Each Resident considered for placement at our Nadine Avenue Acute Facility must have a specific plan of action regarding emergency interventions and hospitalizations.

4. AUTHORIZATIONS.

4.1 Contractor, in a competent and professional manner, promises to provide the specialized services to Lake County clients certified by licensed staff at Lake County Behavioral Health, as requiring specialized services and who meet the criteria established in accordance with the Lake County Mental Health Plan.

4.2 Lake County clients accepted into Contractor's program by Contractor without prior authorization by Lake County Behavioral Health Services may be declared ineligible for funding

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

pursuant to this Agreement. All services must be preauthorized by Lake County Behavioral Health. **There are NO EXCEPTIONS to this preauthorization requirement.**

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**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountycal.gov.

2.2 Contractor shall bill County on or before the tenth (15th) working day of the month following the month in which specialty services were provided.

2.3 All billing forms, including supporting documentation, shall clearly reflect client names, number of client days, types of services, and corresponding rates, as well as the NPI numbers of staff who provided the service. ALL SUPPORTING DOCUMENTATION MUST ACCOMPANY THE APPROVED BILLING FORM OR SERVICE(S) MAY BE DENIED. Supporting documentation will include all progress notes, treatment/client plans and assessments.

2.4 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than thirty days (30) after the date Contractor provides the services, or more than thirty (30) days after this Agreement terminates, whichever is earlier.

2.7 Monthly payment may vary based on actual services billed.

2.8 County shall not provide reimbursement for date of discharge from any facilities including hospitals, skilled nursing facilities, mental health rehabilitation centers, and residential facilities.

2.9 County clients who are able to pay for services from other public or private resources are not billable under this Agreement.

2.10 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County

3.4 DHCS, Centers for Medicare and Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the Comptroller General or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic systems of the contractor or subcontractor that pertain to any aspects of services and activities performed on Medi-Cal beneficiaries per 42 CFR 438.230(c)(3)(i).

3.5 Contractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to any Medi-Cal beneficiaries per 42 CFR 438.230(c)(3)(ii).

3.6 The right to audit will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later per 42 CFR 438.230(c)(3)(iii).

3.7 If DHCS, CMS, or HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS or the HHS Inspector General may inspect, evaluate and audit the Contractor or subcontractor at any time per 42 CFR 438.230(c)(3)(iv). Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.8 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. 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.

4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

4.1 Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- 4.2 Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

5. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

5.1 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.

5.2 ACCESS TO RECORDS

- B. 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.
- C. Contractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to any Medi-Cal beneficiaries per 42 CFR 438.230(c)(3)(ii).
- D. The right to audit will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later per 42 CFR 438.230(c)(3)(iii).

5.3 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.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- B. If DHCS, CMS, or HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS or the HHS Inspector General may inspect, evaluate and audit the Contractor or subcontractor at any time per 42 CFR 438.230(c)(3)(iv).

5.4 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.

5.5 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.

5.6 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:
- a. Identification of Fraud, Waste or Abuse as defined in federal regulation
 - b. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - c. 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
 - d. Overpayment of Contractor by County due to errors in claiming or documentation.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- e. 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.

5.7 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 program, 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).

6. PAYMENT TERMS.

6.1 **Transitional Rate (General Population) - \$160.00/day.** Negotiated rates may apply to individuals exhibiting behaviors that require special services and/or additional staff time.

6.2 **Private Room \$300.00/day.**

6.3 **Acute Care Facilities \$350.00 to \$800.00 daily, sliding scale, based on acuity.** May include residents on wait list for State Hospital Admission.

6.4 In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional \$200 per day on day 31 until the Resident is relocated.

6.5 County shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by Contractor. Hospital days and passes require payment to Contractor within time framed indicated in this agreement. Extensions may be secured with written notice to Contractor.

6.6 Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

6.7 Before placement; all residents of Davis Guest Home must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

6.8 Board and Care shall be paid from the clients' SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, County will provide payment to cover the delinquent and/or amount owed.

\$1,324.82 – SSI* only

\$1,344.82 – SSI/SSA*

\$160.00 – Daily Patch Rates

*Monthly amount is subject to annual adjustments by the Federal Government and State of California. Adjustments shall be effective without the need for amendment to the Agreement.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

EXHIBIT C – COMPLIANCE PROVISIONS

1. CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS

1.1 Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:

- 1) California Code of Regulations, Title 9;
- 2) California Code of Regulations, Title 22;
- 3) California Welfare and Institutions Code, Division 5;
- 4) United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
- 5) United States Code of Federal Regulations, Title 45;
- 6) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 7) Balanced Budget Act of 1997;
- 8) Health Insurance Portability and Accountability Act (HIPAA); and
- 9) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.

1.2 In the event any law, regulation, or guidance referred to in subsection (A), above, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

2. SERVICES AND ACCESS PROVISIONS

2.1 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.

2.2 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 DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- 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.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- 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:
 - e. 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).
 - f. A suspected mental health disorder that has not yet been diagnosed.
 - g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

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

2.4 MEDICAL NECESSITY

- A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

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.

2.5 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.

2.6 CO-OCCURRING TREATMENT AND NO WRONG DOOR

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

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- 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.

3. PROGRAM INTEGRITY

3.1 GENERAL PROVISIONS

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)).

3.2 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, waived, 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 MHSUDS 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,

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

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.

3.3 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).

3.4 COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

- A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
 - I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
 - II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
 - III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
 - IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
 - V. Effective lines of communication between the Compliance Officer and the organization's employees.
 - VI. Enforcement of standards through well-publicized disciplinary guidelines.
 - VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised,

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.

- B. The requirement for prompt reporting and repayment of any overpayments identified.
- C. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
 - I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
 - II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
 - III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
 - IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
- D. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- E. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
- F. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
- G. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

3.5 INTEGRITY DISCLOSURES

- A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
- B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:
- D. Disclosure of 5% or More Ownership Interest:
- I. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
 - II. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
 - III. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
 - IV. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
- E. Disclosures Related to Business Transactions:
- I. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - II. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)
- F. Disclosures Related to Persons Convicted of Crimes:
- I. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)
- G. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
- H. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.
- I. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

have other relationships with providers 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.

**3.6 CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM
PARTICIPATION IN A FEDERAL HEALTH CARE PROGRAM**

- A. Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.
- B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers 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. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
 - I. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
 - II. www.sam.gov/portal/SAM - GSA Exclusions Extract
 - III. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
 - IV. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
 - V. any other database required by DHCS or DHHS.
- C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
<http://www.ssdmf.com/> - Social Security Death Master File
- D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
- F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

3.7 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,

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

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)

3.8 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)).

4. CLIENT INFORMING MATERIALS

A. NON-DISCRIMINATION

- I. Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
- II. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

B. PHYSICAL ACCESSIBILITY

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

C. APPLICABLE FEES

- I. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

shall use the uniform billing and collection guidelines prescribed by DHCS.

- II. Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
- III. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client 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 (Cal. Code Regs., tit. 9, §1810.365(c).
- IV. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.

D. CULTURAL COMPETENCE

All services, policies and procedures must be culturally and linguistically appropriate. Contractor must participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all clients, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

E. CLIENT INFORMING MATERIALS

- I. Basic Information Requirements
 - i. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
 - ii. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
 - iii. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
 - iv. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
 - v. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - 1. The format is readily accessible;

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 3. The information is provided in an electronic form which can be electronically retained and printed;
 4. The information is consistent with the content and language requirements of this agreement;
 5. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- II. Language and Format
- i. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
 - ii. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
 - iii. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
 1. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
 - iv. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
 - v. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
 - vi. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.
- III. Beneficiary Informing Materials
- i. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
 1. Guide to Medi-Cal Mental Health Services
 2. County Beneficiary Handbook (BHIN 22-060)
 3. Provider Directory
 4. Advance Health Care Directive Form (required for adult clients only)
 5. Notice of Language Assistance Services available upon request at no cost to the client
 6. Language Taglines

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

7. Grievance/Appeal Process and Form
 8. Notice of Privacy Practices
 9. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
 - ii. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
 - iii. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
 - iv. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
 - v. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
 - vi. Informing materials will be considered provided to the client if Contractor does one or more of the following:
 1. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
 2. Mails a printed copy of the information upon the client's request to the client's mailing address;
 3. Provides the information by email after obtaining the client's agreement to receive the information by email;
 4. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
 5. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.
- IV. Provider Directory
- i. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
 - ii. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

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

- iii. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.
- iv. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

3.12 REPORTING UNUSUAL OCCURRENCES

- A. Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
- B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:
 - I. Complete written description of event including outcome;
 - II. Written report of Contractor's investigation and conclusions;
 - III. List of persons directly involved and/or with direct knowledge of the event.
- C. County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

5. DATA, PRIVACY, AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY AND SECURE COMMUNICATIONS

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
- B. Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- C. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of the County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- D. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

2. ELECTRONIC PRIVACY AND SECURITY

- A. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

only, and that users are directed to log off the system if they do not agree with these requirements.

- B. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- C. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- D. Contractor entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. RIGHT TO MONITOR

6.1 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.

6.2 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)).

6.3 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)).

6.4 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

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

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.

6.5 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.

6.6 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.

6.7 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 II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6.8 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. 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.

6.9 Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

7. SITE INSPECTION

7.1 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.

8. CLIENT RIGHTS. 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.

9. NON-DISCRIMINATION. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

10. AGREEMENTS IN EXCESS OF \$100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).
- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

11. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

12. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

13. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

14. INSURANCE.

- A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

- D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).
- E. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:
- I. The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.
- J. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- K. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- L. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

15. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

16. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

17. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

18. SUBCONTRACTS

Contractor shall obtain prior written approval from the Director before subcontracting any of its obligations to provide services under this Agreement. Approval is at the discretion of the Director but shall not be unreasonably withheld. Contractor shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and include the applicable provisions of 42 C.F.R. 438.230.

19. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

20. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

21. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

22. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the

**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

23. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

24. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

25. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

26. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(c)(3) and CCR, Title 9, Section 1810.380 and 1810.385. Remedies in instances where the State Department of Health Care Services or the County Mental Health Plan determine the subcontractor has not performed satisfactorily and right to audit will exist through 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later.

27. NON-APPROPRIATION. In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND DAVIS GUEST
HOME FOR ADULT RESIDENTIAL SUPPORT SERVICES AND
SPECIALTY MENTAL HEALTH SERVICES
FOR FISCAL YEAR 2023-24**

Exhibit D

Protocol for Returning an LPS Conserved Client from an Out-Of-County Placement

This protocol pertains to Lanterman Petris Short (LPS) conserved clients placed in out-of-county facilities that need psychiatric hospitalization. Behavioral Health and Recovery Services (BHRS) and the Public Guardian will make every effort to ensure that clients are transported back to their county-of-origin in a timely and efficient manner. The following steps will be followed to arrange transport back to the county-of-origin.

Emergency

The facility will call 911 and have the client transported to the nearest emergency department. The hospital's emergency department will be directed to contact the county-of-origin's Psychiatric Emergency Services (PES) so transport can be arranged between the local hospital's emergency department and the county-of-origin.

Non-Emergency (Patient will be picked up within 3 hours)

Within Business Hours

- If an acute client incident occurs Monday-Friday during business hours, the facility will contact the county-of-origin. The county will be advised that "your county has an LPS conserved client that needs to return to the county-of-origin."
- The PES will contact our contracted ambulance company immediately. If available, a Basic Life Support (BLS) rig will be dispatched to the facility.
- If a BLS rig is not available during business hours, the facility will contact a local ambulance company to transport the client to the nearest hospital for medical clearance. The hospital's emergency department will be directed to contact the county-of-origin so transport can be arranged between the emergency department and the county-of-origin.

Non-Business Hours

- If an acute incident occurs during non-business hours, the facility will contact the county-of-origin. They may attempt to contact the contracted ambulance company, but in the event a BLS rig is not available, the facility will contact a local AB ambulance company to arrange transport.
- If the local ambulance company needs to transport the client to the nearest hospital for medical clearance, the facility will direct the hospital's emergency department to contact the county-of-origin so transportation may be arranged between the emergency department and county-of-origin.

Scheduled Transport

If a non-acute transport to the hospital needs to be arranged, the facility will contact the county-of-origin 24-hours in advance. The facility will arrange for the contracted ambulance company to pick up the client the following day.